



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4
ATLANTA FEDERAL CENTER
61 FORSYTH STREET
ATLANTA, GEORGIA 30303-8960

JUN 14 2005

SITE: Horton Iron & Metal
BREAK: 11.9
OTHER: VI

4WD-SEIMB

INFORMATION REQUEST LETTER
URGENT LEGAL MATTER - PROMPT REPLY REQUESTED
CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Mr. Ralph Horton
Horton Iron & Metal Company, Inc.
P.O. Box 1285
Wilmington, NC 28402

SUBJ: Request for Information Pursuant to Section 104 of CERCLA and Section 3007 of RCRA for the Horton Iron & Metal Company Site in Wilmington, New Hanover County, North Carolina ("the Site")

Dear Mr. Horton:

The purpose of this letter is to request that you respond to the enclosed Information Request. The United States Environmental Protection Agency ("EPA") is currently investigating the release or threatened release of hazardous substances, pollutants or contaminants, or hazardous wastes on or about the above-referenced Site. This investigation requires inquiry into the identification, nature, and quantity of materials generated, treated, stored, or disposed of at, or transported to, the Site and the nature or extent of a release or threatened release of a hazardous substance or pollutant or contaminant at or from the Site.

The Site property occupies approximately 42.1 acres and is currently operated as a junkyard / metal recycler. Previous uses of the Site include operating as a fertilizer facility as early as 1915. Under the current ownership, the Site is also known to have participated in ship-breaking operations. The North Carolina Department of Environment and Natural Resources completed an Expanded Site Inspection (ESI) on September 17, 2003. Contaminants found as a result of the ESI included : arsenic, copper, lead, zinc, mercury, polycyclic aromatic hydrocarbons, pesticides, polychlorinated biphenyls (PCBs), and several other organic compounds.

Pursuant to the authority of Section 104 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9604, as amended, and Section 3007 of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6927, you are hereby requested to respond to the Information Request set forth in Enclosure A hereto.



Compliance with the Information Request is mandatory. Failure to respond fully and truthfully to the Information Request within thirty (30) days of receipt of this letter, or to adequately justify such failure to respond, can result in enforcement action by EPA pursuant to Section 104(e) of CERCLA, as amended, and/or Section 3008 of RCRA. Each of these statutes permits EPA to seek the imposition of penalties of up to thirty-two thousand five hundred dollars (\$32,500) for each day of continued non-compliance. Please be further advised that the provision of false, fictitious, or fraudulent statements or representations to the Information Request may subject you to criminal penalties under 18 U.S.C. § 1001 or Section 3008(d) of RCRA, 42 U.S.C. § 6928(d).

This Information Request is not subject to the approval requirements of the Paperwork Reduction Act of 1980, 44 U.S.C. § 3501, et seq.

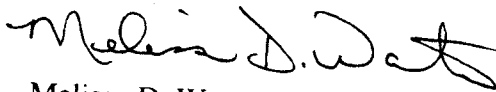
Your response to this Information Request should be mailed to:

Ms. Melissa Waters
SEIMB
Waste Management Division
U.S. Environmental Protection Agency, Region 4
Atlanta Federal Center
61 Forsyth Street, S.W.
Atlanta, Georgia 30303-8909

Due to the seriousness of the problem at the Site and the legal ramifications of your company's failure to respond properly, EPA strongly encourages you to give this matter your immediate attention and to respond to this Information Request within the time specified above. If you have any legal or technical questions relating to this Information Request, you may consult with EPA prior to the time specified above. Please direct all legal questions to Ms. Bonnie Sawyer, Associate Regional Counsel, at (404) 562-9539. Technical questions should be directed to myself at (404) 562-8873.

Thank you for your cooperation in this matter.

Sincerely,



Melissa D. Waters
Enforcement Project Manager
Waste Division

Enclosure

Horton Iron & Metal Company Site

ENCLOSURE A

INFORMATION REQUEST

Instructions

1. Please provide a separate narrative response to each and every Question and subpart of a Question set forth in this Information Request.
2. Precede each answer with the number of the Question to which it corresponds.
3. If information or documents not known or not available to you as of the date of submission of a response to this Information Request should later become known or available to you, you must supplement your response to EPA. Moreover, should you find, at any time after the submission of your response, that any portion of the submitted information is false or misrepresents the truth, you must notify EPA of this fact as soon as possible and provide EPA with a corrected response.
4. For each document produced in response to this Information Request, indicate on the document, or in some other reasonable manner, the number of the Question to which it responds.
5. The information requested herein must be provided even though the Respondent may contend that it includes possibly confidential information or trade secrets. You may, if you desire, assert a confidentiality claim covering part or all of the information requested, pursuant to Sections 104(e)(7)(E) and (F) of CERCLA, 42 U.S.C. §§ 9604(e)(7)(E) and (F), Section 3007(b) of RCRA, 42 U.S.C. § 6927(b), and 40 C.F.R. § 2.203(b), by attaching to such information at the time it is submitted, a cover sheet, stamped or typed legend, or other suitable form of notice employing language such as "trade secret," or "proprietary," or "company confidential." Information covered by such a claim will be disclosed by EPA only to the extent, and only by means, of the procedures set forth in statutes and regulation set forth above. If no such claim accompanies the information when it is received by EPA, it may be made available to the public by EPA without further notice to you. You should read the above cited regulations carefully before asserting a business confidentiality claim, since certain categories of information are not properly the subject of such a claim.

Definitions

The following definitions shall apply to the following words as they appear in this Enclosure A:

1. The term "you" or "Respondent" shall mean the Mr. Ralph Horton, the addressee of this Request, the addressee's officers, managers, employees, contractors, trustees, partners, successors, assigns, and agents.
2. The term "person" shall have the same definition as in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21): an individual, firm, corporation, association, partnership, consortium, joint venture, commercial entity, United States Government, State, municipality, commission, political subdivision of a State, or any interstate body.
3. The terms the "Site" shall mean and include the property located at 2216 U.S. Highway 421 North, Wilmington, New Hanover County, North Carolina.
4. The term "hazardous substance" shall have the same definition as that contained in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), and includes any mixtures of such pollutants and contaminants with any other substances. Petroleum products mixed with pollutants and contaminants are also included within this definition.
5. The term "hazardous waste" shall have the same definition as that contained in Section 1004(5) of RCRA, 42 U.S.C. § 6903(5).
6. The term "solid waste" shall have the same definition as that contained in Section 1004(27) of RCRA, 42 U.S.C. § 6903(27).
7. The term "materials" shall mean all substances that have been generated, treated, stored, or disposed of or otherwise handled at or transported to the Site, including but not limited to, all hazardous substances, pollutants and contaminants, hazardous wastes and solid wastes, as defined above.
8. The term "hazardous material" shall mean all hazardous substances, pollutants or contaminants, and hazardous wastes, as defined above.
9. The term "non-hazardous material" shall mean all material as defined above, excluding hazardous substances, pollutants and contaminants, and hazardous waste.
10. The term "identify" means, with respect to a natural person, to set forth the person's name, present or last known business address and business telephone number, present or last known home address and home telephone number, and present or last known job title, position or business.

11. The term "identify" means, with respect to a corporation, partnership, business trust or other association or business entity (including a sole proprietorship), to set forth its full name, address, legal form (e.g., corporation, partnership, etc.), organization, if any, and a brief description of its business.
12. The term "identify" means, with respect to a document, to provide its customary business description, its date, its number, if any (invoice or purchase order number), the identity of the author, addressor, addressee and/or recipient, and the substance or the subject matter.
13. The term "release" has the same definition as that contained in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22), and includes any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment, including the abandonment or discharging of barrels, containers, and other closed receptacles containing any hazardous substance or pollutant or contaminant.
14. The terms "document" and "documents" shall mean any object that records, stores, or presents information, and includes writings of any kind, formal or informal, whether or not wholly or partially in handwriting, including by way of illustration and not by way of limitation, any invoice, manifest, bill of lading, receipt, endorsement, check, bank draft, canceled check, deposit slip, withdrawal slip, order, correspondence, record book, minutes, memorandum of telephone and other conversations including meetings, agreement and the like, diary, calendar, desk pad, scrapbook, notebook, bulletin, circular, form, pamphlet, statement, journal, postcard, letter, telegram, telex, report, notice, message, analysis, comparison, graph, chart, interoffice or intra office communications, photostat or other copy of any documents, microfilm or other film record, any photograph, sound recording on any type of device, any punch card, disc or disc pack; any tape or other type of memory generally associated with computers and data processing (together with the programming instructions and other written material necessary to use such punch card, disc, or disc pack, tape or other type of memory and together with printouts of such punch card, disc, or disc pack, tape or other type of memory); and (a) every copy of each document which is not an exact duplicate of a document which it produces, (b) every copy which has any writing, figure or notation, annotation or the like on it, (c) drafts, (d) attachments to or enclosures with any document, and (e) every document referred to in any other document.
15. The terms "and" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of this Information Request any information which might otherwise be construed to be outside its scope.
16. The term "arrangement" means every separate contract or other agreement between two or more persons.

17. Words in the masculine shall be construed in the feminine, and vice versa, and words in the singular shall be construed in the plural, and vice versa, where appropriate in the context of a particular question or questions.
18. All terms not defined herein shall have their ordinary meaning, unless such terms are defined in CERCLA, RCRA, 40 C.F.R. Part 300, or 40 C.F.R. Parts 260-280, in which case the statutory or regulatory definitions shall apply.

QUESTIONS

1. Identify the person(s) answering these Questions on behalf of Respondent.
2. For each and every Question contained herein, identify all persons consulted in the preparation of the answer.
3. For each and every Question contained herein, identify all documents consulted, examined, or referred to in the preparation of the answer or that contain information responsive to the Question and provide true and accurate copies of all such documents.
4. Please provide a description of your operations at the facility.
5. Please provide a detailed description of the ship-breaking operations that took place at the facility. Also include information on the following :
 - a. who provided the ships,
 - b. the time period the activities took place,
 - c. what was done to the ships when they arrived at the facility,
 - d. who took part in the ship-breaking activities,
 - e. provide all the documents you have on the ship-breaking operations including but not limited to invoices, contracts, manifests, etc.
6. Please provide a detailed description of the metal recycling operations that take place at the facility. Also include information on the following :
 - a. the source of the metal,
 - b. the time period that the metal recycling took place,
 - c. provide all the documents you have on the metal recycling operations including, but not limited to invoices, contracts, manifests, etc.
7. Please provide any information or documents you may have on any operations that occurred at the property before you purchased it.
8. List any EPA RCRA Identification Numbers for any units, facilities or vessels that you have any ownership interest in, if any, and identify the corresponding units, facilities or vessels assigned these numbers.

9. Describe all leaks, spills or releases or threats of releases of any kind into the environment of any hazardous materials that have occurred or may occur at or from the Site, including but not limited to:
- a. when such releases occurred or may occur.
 - b. how the releases occurred or may occur.
 - c. when hazardous materials were released or may be released.
 - d. what amount of each such hazardous materials was so released.
 - e. where such releases occurred or may occur.
 - f. any and all activities undertaken in response to each such release or threatened release.
 - g. any and all investigations of the circumstances, nature, extent, or location of each such release or threatened release including, the results of any soil, water (ground or surface), or air testing that was undertaken.
 - h. all persons with information relating to subparts a through g of this Question.
10. Identify all persons, including your employees, who have knowledge, information or documents about the generation, use, purchase, treatment, storage, disposal or other handling of materials at, or transportation of materials to the Site.
11. Identify all persons, including you or your employees or agents, who may have manufactured, given, sold, transferred, delivered, or otherwise handled hazardous materials at the Site including : petroleum products, copper, zinc, mercury, asbestos, PCBs, and lead. In addition :
- a. Describe in complete detail all arrangements pursuant to which such persons may have handed such items or materials.
 - b. State the dates on which such persons may have handled each such item or material.
 - c. State the amounts of such items or materials that may have been so handled on each such date.
 - d. State the final disposition of each of the hazardous materials brought to the Site.

12. For each and every owner, operator, lessor, or lessee of any portion of the Site:
 - a. Identify such person and the nature of their operation at the Site.
 - b. Describe the portion of the Site owned, operated, or leased by each such person and state the dates during which each portion was owned, operated, or leased.
 - c. Provide copies of all documents evidencing or relating to such ownership, operation, or lease, including, but not limited to, purchase and sale agreements, deeds, leases, etc.
13. Describe the physical characteristics of the Site, including, but not limited to, surface structures (e.g. buildings, tanks, ect.)
14. For each and every prior owner, operator, lessor, or lessee of any portion of the Site known to you :
 - a. Identify such person and the nature of their operation at the Site.
 - b. Describe the portion of the Site owned, operated, or leased by each such person and state the dates during which each portion was owned, operated, or leased.
 - c. Provide copies of all documents evidencing or relating to such ownership, operation, or lease, including but not limited to, purchase and sale agreement, deeds, leases, etc.
 - d. Provide all evidence that hazardous materials were released or threatened to be released at the Site during the period that they owned the Site.
15. Provide all existing technical or analytical information about the Site, including, but not limited to, data and documents related to soil, water (ground and surface), geology, geohydrology, or air quality on and about the Site.
16. Did you acquire any portion of the Site after the disposal or placement of the hazardous materials on, in or at the Site? Describe all of the facts on which you base the answer to this Question.
17. Provide a list of all property and casualty insurance policies (e.g. comprehensive general liability, environmental impairment liability and automobile liability policies) for the period from 1959 through the present. Specify the insurer, policy, effective dates, and state the "per occurrence" policy limits for each policy. Copies of the policies may be provided in lieu of a narrative response.

18. Provide copies of all financial documents, including income tax returns sent by you to the federal Internal Revenue Service and the North Carolina Department of Revenue or any other state government taxing authority in the last five years.
19. Provide copies of financial statements, reports, or projections prepared by, for or on your behalf for the past five years, whether audited or unaudited, including, but not limited to, all those filed with the Securities and Exchange Commission, state agencies, and all financial institutions such as banks.
20. Provide a copy of the most current Articles of Incorporation and By-laws of Horton Iron & Metal Company, Inc.
21. Identify the officers, managers and majority shareholders in Horton Iron & Metal Company, Inc., and the nature of their management duties and amount of shares held, respectively.

SITE: Horton Inn
BREAK: 11.9
OTHER: v2

QUESTIONS

1. Identify the person(s) answering these Questions on behalf of Respondent.
R.T. Horton, Jr.
2. For each and every Question contained herein, identify all persons consulted in the preparation of the answer.
Same
3. For each and every Question contained herein, identify all documents consulted, examined, or referred to in the preparation of the answer or that contain information responsive to the Question and provide true and accurate copies of all such documents.
4. Please provide a description of your operations at the facility.
See attached
5. Please provide a detailed description of the ship-breaking operations that took place at the facility. Also include information on the following :
CEO
 - a. who provided the ships, US Dept of Commerce
 - b. the time period the activities took place, 5/21/62 - 4/4/72
 - c. what was done to the ships when they arrived at the facility, Bunker C Fuel Rem. etc.
 - d. who took part in the ship-breaking activities, Commercial Metals
 - e. provide all the documents you have on the ship-breaking operations including but not limited to invoices, contracts, manifests, etc. See attached
6. Please provide a detailed description of the metal recycling operations that take place at the facility. Also include information on the following :
 - a. the source of the metal, metals & steel scrap
 - b. the time period that the metal recycling took place, 5/21/62 - 4/6/72
 - c. provide all the documents you have on the metal recycling operations including, but not limited to invoices, contracts, manifests, etc.
7. Please provide any information or documents you may have on any operations that occurred at the property before you purchased it. See attached
8. List any EPA RCRA Identification Numbers for any units, facilities or vessels that you have any ownership interest in, if any, and identify the corresponding units, facilities or vessels assigned these numbers.
#7049987 Liquid Oxygen Storage Tank
1500 GAL.



9. Describe all leaks, spills or releases or threats of releases of any kind into the environment of any hazardous materials that have occurred or may occur at or from the Site, including but not limited to:
- when such releases occurred or may occur. *1996 Ailmar Hyd RW 32-56*
 - how the releases occurred or may occur. *caught in oil Absorbent Pads*
 - when hazardous materials were released or may be released. *Ruptured hose line*
 - what amount of each such hazardous materials was so released. *1994 ?*
 - where such releases occurred or may occur. *50 Lbs*
 - any and all activities undertaken in response to each such release or threatened release. *Hydraulic shear*
 - any and all investigations of the circumstances, nature, extent, or location of each such release or threatened release including, the results of any soil, water (ground or surface), or air testing that was undertaken. *Replaced hose*
 - all persons with information relating to subparts a through g of this Question. *handled promptly with Absorbent Pads. Shear operator*
10. Identify all persons, including your employees, who have knowledge, information or documents about the generation, use, purchase, treatment, storage, disposal or other handling of materials at, or transportation of materials to the Site. *Ailmar Oil Co. Inc.*
11. Identify all persons, including you or your employees or agents, who may have manufactured, given, sold, transferred, delivered, or otherwise handled hazardous materials at the Site including : petroleum products, copper, zinc, mercury, asbestos, PCBs, and lead. In addition : *Ailmar Oil Co. Inc.*
- Describe in complete detail all arrangements pursuant to which such persons may have handed such items or materials. *Placed oil Absorbent Pads.*
 - State the dates on which such persons may have handled each such item or material. *Jan 2 1996*
 - State the amounts of such items or materials that may have been so handled on each such date. *See photo*
 - State the final disposition of each of the hazardous materials brought to the Site. *Oil Pads sent To Land Fill.*

12. For each and every owner, operator, lessor, or lessee of any portion of the Site:
- Identify such person and the nature of their operation at the Site. *James Wilson, operator*
 - Describe the portion of the Site owned, operated, or leased by each such person and state the dates during which each portion was owned, operated, or leased. *Horton Industrial Co.*
 - Provide copies of all documents evidencing or relating to such ownership, operation, or lease, including, but not limited to, purchase and sale agreements, deeds, leases, etc. *See Attached*
13. Describe the physical characteristics of the Site, including, but not limited to, surface structures (e.g. buildings, tanks, etc.) *Shed with Corrugated Roof - mounted on concrete slab.*
14. For each and every prior owner, operator, lessor, or lessee of any portion of the Site known to you :
- Identify such person and the nature of their operation at the Site. *See Above.*
 - Describe the portion of the Site owned, operated, or leased by each such person and state the dates during which each portion was owned, operated, or leased. *Horton Industrial Co. 1983 - 2005*
 - Provide copies of all documents evidencing or relating to such ownership, operation, or lease, including but not limited to, purchase and sale agreement, deeds, leases, etc. *See Attached Horton Industrial*
 - Provide all evidence that hazardous materials were released or threatened to be released at the Site during the period that they owned the Site. *See Above*
15. Provide all existing technical or analytical information about the Site, including, but not limited to, data and documents related to soil, water (ground and surface), geology, geohydrology, or air quality on and about the Site. *See 13 Above*
16. Did you acquire any portion of the Site after the disposal or placement of the hazardous materials on, in or at the Site? Describe all of the facts on which you base the answer to this Question. *Site owned 1983 - 2005 by Horton Industrial Co. Inc.*
17. Provide a list of all property and casualty insurance policies (e.g. comprehensive general liability, environmental impairment liability and automobile liability policies) for the period from 1959 through the present. Specify the insurer, policy, effective dates, and state the "per occurrence" policy limits for each policy. Copies of the policies may be provided in lieu of a narrative response.

Metro 1983 - 1996
Wells 1997 - 2000
Recycle Canada 2001 - 2004
Metro 2004 - 2005

18. Provide copies of all financial documents, including income tax returns sent by you to the federal Internal Revenue Service and the North Carolina Department of Revenue or any other state government taxing authority in the last five years. ✓
19. Provide copies of financial statements, reports, or projections prepared by, for or on your behalf for the past five years, whether audited or unaudited, including, but not limited to, all those filed with the Securities and Exchange Commission, state agencies, and all financial institutions such as banks. ✓
20. Provide a copy of the most current Articles of Incorporation and By-laws of Horton Iron & Metal Company, Inc. X
21. Identify the officers, managers and majority shareholders in Horton Iron & Metal Company, Inc., and the nature of their management duties and amount of shares held, respectively. X

R.T. HORTON, Sr. CEO.
Terry Horton Pres.
John Hector U.P. operation mgr.
Condie Compfield Sec. Treas.

SPECIAL JOINT MEETING OF THE
SHAREHOLDERS AND BOARD OF DIRECTORS OF
HORTON IRON AND METAL COMPANY

Wilmington, North Carolina

September 18, 1986
9:00 A.M.

A special joint meeting of the shareholders and board of directors of Horton Iron and Metal Company was held at the office of the corporation in Wilmington, North Carolina, at 9:00 A.M. on the 18th day of September, 1986. The following directors were present in person: Josephine C. Horton and Ralph T. Horton, Sr., being all of the directors of the corporation.

The following shareholders were present in person: Josephine C. Horton, Executrix of the estate of Gilliam K. Horton representing 70 shares, Josephine C. Horton, individually, representing 1 share, and Ralph T. Horton, Sr., representing 70 shares. The shareholders present represented all of the outstanding shares of the corporation.

Ralph T. Horton, Sr. acted as chairman and Josephine C. Horton acted as secretary.

The chairman stated that this meeting was being held without a call and requested each shareholder and director to waive Notice of this meeting by execution of his or her name at the end of these minutes, which each shareholder and director agreed to do.

The chairman declared a legal quorum of the shareholders and the board of directors present, and the meeting opened for the transaction of business.

The chairman stated that one of the purposes of the meeting was to consider amending the By-Laws of the corporation. The



10709255

chairman stated that the current By-Laws have been in existence since the formation of the corporation and that portions of the By-Laws are missing from the minute book. A proposed set of revised By-Laws was then read section by section and following the reading of the proposed By-Laws the following motion was then made, duly seconded, and unanimously adopted by the shareholders and board of directors;

RESOLVED: That the revised By-Laws which were read at this special meeting of the shareholders and board of directors be, and they hereby are, adopted as the revised By-Laws of the corporation.

The chairman requested the secretary to have the revised By-Laws inserted in the minute book and requested the shareholders and directors present to acknowledge the adoption of the By-Laws by affixing their signature thereto.

The chairman stated that another purpose of this meeting was to consider approving, authorizing, and ratifying the execution of an agreement between the corporation and Josephine C. Horton, Executrix of the estate of Gilliam K. Horton, and Josephine C. Horton individually. The chairman announced that the president and secretary had entered into an agreement with Josephine C. Horton, Executrix of the estate of Gilliam K. Horton, and Josephine C. Horton, individually, subject to its approval by the board of directors whereby the corporation would purchase 70 shares of the capital stock of the corporation owned by the estate of Gilliam K. Horton and one share of the capital stock of the corporation owned by Josephine C. Horton. The

chairman stated that in effect Josephine C. Horton owned all 71 shares of the capital stock as she is the beneficiary of the 70 shares owned by Gilliam K. Horton by reason of Gilliam K. Horton bequeathing his 70 shares to her. Josephine C. Horton, individually and as Executrix of the estate of Gilliam K. Horton, announced that she would abstain from voting and discussing the Agreement by reason of being an interested party. The chairman stated that all issued and outstanding capital shares of the corporation are subject to a Shareholders' Agreement entered into between the corporation and the shareholders, and requested each shareholder to waive any rights they have under and by virtue of said Shareholders Agreement by executing these minutes, which each shareholder agreed to do. The Agreement was read and discussed. Following the discussion it was unanimously adopted by the shareholders and directors, excepting Josephine C. Horton, who abstained from voting, as follows:

WHEREAS: The estate of Gilliam K. Horton is the owner of 70 shares of capital shares of the corporation; that Josephine C. Horton is the owner of one share of the capital stock of the corporation; that Ralph T. Horton, Sr. is the owner of 70 shares of the capital stock of the corporation; and that the shares of capital stock owned by the estate of Gilliam K. Horton, Josephine C. Horton and Ralph T. Horton, Sr. represent all of the capital shares of stock issued by the corporation; and

WHEREAS: Josephine C. Horton desires to sell all 71 shares of capital stock of the corporation owned by her to the corporation under certain terms and conditions; and

WHEREAS: The corporation desires to purchase 71 shares of the capital stock of the corporation owned by Josephine C. Horton under certain terms and conditions;

WHEREAS: The terms and conditions under which Josephine C. Horton is willing to sell 71 shares of her capital stock of the corporation to the corporation are contained in an Agreement, dated the 18th day of September, 1986 referred to herein as the "Agreement", by and between Josephine C. Horton, Executrix of the estate of Gilliam K. Horton, Josephine C. Horton, individually, known in the Agreement as "Seller"; and Horton Iron and Metal Company, known in the Agreement as "Buyer", which Agreement has been heretofore executed on behalf of the corporation by its President, Ralph T. Horton, Sr., and its secretary, Josephine C. Horton, being executed by said officers subject to the approval of the shareholders and board of directors of the corporation; and

WHEREAS: The board of directors are of the opinion that it is in the best interest of the corporation to purchase 71 shares of capital stock owned by Josephine C. Horton under the conditions stated in the Agreement; and

WHEREAS: Josephine C. Horton is willing to lease the premises to be conveyed to her to the corporation, and the corporation desires to lease from Josephine C. Horton the real property to be conveyed to her; and

WHEREAS: Josephine C. Horton and the corporation have entered into a lease agreement, a copy of which is attached to the Agreement, said lease agreement being subject to approval of the shareholders and board of directors of this corporation; and

WHEREAS: The shareholders and board of directors are of the opinion that it is in the best interest of the corporation to enter into the lease attached to the Agreement; and

NOW, THEREFORE, BE IT RESOLVED: That the shareholders and board of directors hereby approve, authorize, and ratify in full the execution of the Agreement and the lease attached thereto and known as Exhibit B; and

FURTHER RESOLVED: That the officers of the corporation be, and they hereby are, authorized and directed to execute all necessary documents to carry out the intent of the Agreement and Lease; and

FURTHER RESOLVED: That the 71 shares purchased by the corporation from Josephine C. Horton and the estate of Gilliam K. Horton, Sr. shall be held by the corporation as treasury shares.

Each shareholder and director acknowledges his or her approval of these minutes by signing his or her name hereto.

There being no further business, the meeting was adjourned.

JOSEPHINE C. HORTON - Secretary

JOSEPHINE C. HORTON, Executrix
of the Estate of Gilliam K.
Horton, Shareholder

JOSEPHINE C. HORTON, Shareholder -
Director

RALPH T. HORTON, SR. - Shareholder - Director

100



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

ATLANTA FEDERAL CENTER
61 FORSYTH STREET
ATLANTA, GEORGIA 30303-8960

OCT 26 2011

4SF - SEIMB

INFORMATION REQUEST LETTER

URGENT LEGAL MATTER – PROMT REPLY REQUESTED

CERTIFIED MAIL-RETURN RECEIPT REQUESTED

W.R. Grace
c/o Holli Feichko, Esq.
7500 Grace Drive
Columbia, MD 21044

SUBJ: Request for Information Pursuant to Section 104 of CERCLA and Section 3007 of RCRA for the Horton Iron & Metal Company Superfund Site in Wilmington, New Hanover County, North Carolina ("the Site").

Dear Ms. Feichko:

The purpose of this letter is to request that your client, W.R. Grace respond to the enclosed Information Request. This letter seeks information and documentation relating to the United States Environmental Protection Agency's investigation pertaining to the Horton Iron & Metal Company Superfund Site. The EPA is currently investigating the release or threatened release of hazardous substances, pollutants or contaminants or hazardous wastes on or about the above – referenced Site. This investigation requires inquiry into the identification, nature and quantity of material generated, treated, stored or disposed of at or transported to the Site; and inquiry into the nature or extent of a release or threatened release of a hazardous substance or pollutant or contaminant at or from the Site.

The Site property, located at 2216 U.S. Highway 421 North, Wilmington, New Hanover County, North Carolina, occupies approximately 42.1 acres and is currently operated as a junkyard/metal recycler facility. Previous uses of the Site include operating as fertilizer facility. Under the current ownership, the Site is also known to have participated in ship – breaking operations. On September 17, 2003, the North Carolina Department of Environment and Natural Resources completed an Expanded Site Inspection (ESI). Contaminants found as a result of the ESI included: arsenic, copper, lead, zinc, mercury, polycyclic aromatic hydrocarbons, pesticides, polychlorinated biphenyls (PCBs) and several other organic compounds.

Pursuant to the authority of Section 104 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 42 U.S.C. § 9604, as amended, and Section 3007 of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6927, your Client, W.R. Grace is hereby requested to respond to the Information Request enclosed with this letter.

Compliance with the Information Request is mandatory. Failure to respond fully and truthfully to the Information Request within forty (45) days of receipt of this letter, or to adequately justify failure to respond, can result in enforcement action by EPA pursuant to Section 104(e) of CERCLA, as amended. This statute permits EPA to seek the imposition of penalties of up to thirty- seven thousand, five hundred dollars (\$37,500) for each day of continued non-compliance. Please be further advised that provision of false, fictitious, or fraudulent statements or representations to the Information Request may subject the provider of such information to criminal penalties under 18 U.S.C. § 1001 or Section 3008(d) of the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. § 6928(d).

This Information Request is not subject to the approval requirements of the Paperwork Reduction Act of 1980, 44 U.S.C. § 3501, *et seq.*

Your Clients' responses to this Information Request should be mailed to:

Ann Mayweather
Superfund Enforcement and Information Management Branch
U.S. EPA Region 4
61 Forsyth Street, S.W.
Atlanta, Georgia 30303

Due to the seriousness of the problem at the Site and the legal ramifications of a failure to respond properly, EPA strongly encourages your Clients to give this matter their immediate attention and to respond to these Information Requests within the time specified above. If you have any questions relating to these Information Requests, you may consult with EPA prior to the time specified above. Please direct any legal questions to Bianca Jaikaran, Associate Regional Counsel, at (404) 562-9680, and general questions to Ann Mayweather, Enforcement Project Manager, at (404) 562-8879.

Thank you for your cooperation in this matter.

Sincerely,



Ann Mayweather
Enforcement Project Manager
Superfund Enforcement and
Information Management Branch

Enclosures

A. Information Request

ENCLOSURE A

INFORMATION REQUEST

Horton Iron & Metal Superfund Site

Instructions

1. Please provide a separate narrative response to each and every Question and subpart of a Question set forth in this Information Request.
2. Precede each answer with the number of the Question to which it corresponds.
3. If information or documents not known or not available to you as of the date of submission of a response to this Information Request should later become known or available to you, you must supplement your response to the EPA. Moreover, should you find, at any time after the submission of your response that any portion of the submitted information is false or misrepresents the truth, you must notify the EPA of this fact as soon as possible and provide the EPA with a corrected response.
4. For each document produced in response to this Information Request indicate on the document, or in some other reasonable manner, the number of the Question to which it responds.
5. The information requested herein must be provided even though the Respondent may contend that it includes possibly confidential information or trade secrets. You may, if you desire, assert a confidentiality claim covering part or all of the information requested, pursuant to Sections 104(e)(7)(E) and (F) of CERCLA, 42 U.S.C. Sections 9604(e)(7)(E) and (F), Section 3007(b) of RCRA, 42 U.S.C. Section 6927(b), and 40 C.F.R. Section 2.203(b), by attaching to such information at the time it is submitted, a cover sheet, stamped or typed legend, or other suitable form of notice employing language such as "trade secret," or "proprietary," or "company confidential." Information covered by such a claim will be disclosed by the EPA only to the extent, and only by means, of the procedures set forth in statutes and regulation set forth above. If no such claim accompanies the information when it is received by the EPA, it may be made available to the public by the EPA without further notice to you. You should read the above cited regulations carefully before asserting a business confidentiality claim, since certain categories of information are not properly the subject of such a claim.

Definitions

The following definitions shall apply to the following words as they appear in this Enclosure A:

1. The term "you" or "Respondent" shall mean W.R. Grace and/or the addressee of this Request, the addressee's officers, managers, employees, contractors, trustees, partners, successors, assigns and agents.
2. The term "person" shall have the same definition as in Section 101(21) of CERCLA: an individual, firm, corporation, association, partnership, consortium, joint venture, commercial entity, United States Government, State, municipality, commission, political subdivision of a State, or any interstate body.
3. The terms the "Site" or the "facility" shall mean and include the property on or about the Horton Iron & Metal Superfund Site located at 2216 U.S. Highway 421 North, Wilmington, New Hanover County, North Carolina.
4. The term "hazardous substance" shall have the same definition as that contained in Section 101(14) of CERCLA and includes any mixtures of such pollutants and contaminants with any other substances. Petroleum products mixed with pollutants and contaminants are also included in this definition.
5. The term "hazardous waste" shall have the same definition as that contained in Section 1004(5) of RCRA.
6. The term "solid waste" shall have the same definition as that contained in Section 1004(27) of RCRA.
7. The term "materials" shall mean all substances that have been generated, treated, stored, or disposed of or otherwise handled at or transported to the Site, including but not limited to, all hazardous substances, pollutants and contaminants, hazardous wastes and solid wastes, as defined above.
8. The term "hazardous material" shall mean all hazardous substances, pollutants or contaminants, and hazardous wastes, as defined above.
9. The term "non-hazardous material" shall mean all material as defined above, excluding hazardous substances, pollutants and contaminants, and hazardous waste.
10. The term "identify" means, with respect to a natural person, to set forth the person's name, present or last known business address and business telephone number, present or last known home address and home telephone number, and present or last known job title, position or business.

11. The term "identify" means, with respect to a corporation, partnership, business trust or other association or business entity (including a sole proprietorship), to set forth its full name, address, legal form (e.g., corporation, partnership, etc.), organization, if any, and a brief description of its business.
12. The term "identify" means, with respect to a document, to provide its customary business description, its date, its number, if any (invoice or purchase order number), the identity of the author, addressor, addressee and/or recipient, and the substance or the subject matter.
13. The term "release" has the same definition as that contained in Section 101(22) of CERCLA, 42 U.S.C. Section 9601(22), and includes any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment, including the abandonment or discharging of barrels, containers, and other closed receptacles containing any hazardous substance or pollutant or contaminant.
14. The terms "document" and "documents" shall mean any object that records, stores, or presents information, and includes writings of any kind, formal or informal, whether or not wholly or partially in handwriting, including by way of illustration and not by way of limitation, any invoice, manifest, bill of lading, receipt, endorsement, check, bank draft, canceled check, deposit slip, withdrawal slip, order, correspondence, record book, minutes, memorandum of telephone and other conversations including meetings, agreement and the like, diary, calendar, desk pad, scrapbook, notebook, bulletin, circular, form, pamphlet, statement, journal, postcard, letter, telegram, telex, report, notice, message, analysis, comparison, graph, chart, interoffice or intra office communications, photostat or other copy of any documents, microfilm or other film record, any photograph, sound recording on any type of device, any punch card, disc or disc pack; any tape or other type of memory generally associated with computers and data processing (together with the programming instructions and other written material necessary to use such punch card, disc, or disc pack, tape or other type of memory and together with printouts of such punch card, disc, or disc pack, tape or other type of memory); and (a) every copy of each document which is not an exact duplicate of a document which it produces, (b) every copy which has any writing, figure or notation, annotation or the like on it, (c) drafts, (d) attachments to or enclosures with any document, and (e) every document referred to in any other document.
15. The terms "and" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of this Information Request any information which might otherwise be construed to be outside its scope.
16. The term "arrangement" means every separate contract or other agreement between two or more persons.
17. The terms "transaction" or "transact" mean any sale, transfer, giving, delivery, change in ownership, or change in possession.

18. Words in the masculine shall be construed in the feminine, and vice versa, and words in the singular shall be construed in the plural, and vice versa, where appropriate in the context of a particular question or questions.

19. All terms not defined herein shall have their ordinary meaning, unless such terms are defined in CERCLA, RCRA, 40 C.F.R. Part 300, or 40 C.F.R. Parts 260-280, in which case the statutory or regulatory definitions shall apply.

20. The term "property interest" means any interest in property including but not limited to, any ownership interest, including an easement, any interest in the rental of property, any interest in a corporation that owns or rents or owned or rented property, and any interest as either the trustee or beneficiary of a trust that owns or rents, or owned or rented property.

21. The term "asset" shall include the following: real estate, buildings or other improvements of real estate, equipment, vehicles, furniture, inventory, supplies, customer lists, accounts receivable, interest in insurance policies, interests in partnerships, corporations and unincorporated companies, securities, patents, stocks, bonds, and other tangible as well as intangible property.

INFORMATION REQUEST
Horton Iron & Metal Superfund Site

Questions

1. Identify the person(s) answering the questions.
 - a. Full name and title;
 - b. Mailing address and physical address; and
 - c. Daytime telephone number.
2. For each and every Question contained herein identify the person(s) answering these Questions on behalf of Respondent and all persons consulted in the preparation of the answer.
3. For each and every Question contained herein, identify all documents consulted, examined, or referred to in the preparation of the answer or that contain information responsive to the Question, and provide true and accurate copies of all such documents.
4. Please confirm the dates in which W.R. Grace owned and/or operated the Site.
5. Please provide a detailed description (along with documentation) of the type of operations that took place or were performed at the Site by W.R. Grace during its ownership of the Site property.
6. Please provide any information or documents you may have on any operations that occurred at the Site property before you purchased it.
7. Describe in detail any and all relationship W.R. Grace may have had with a company Naco Fertilizer.
8. At the time you acquired or operated the Site, did you know or have reason to know that any hazardous substance was disposed of on, or at the Site? Describe the facts on which you base the answer to the preceding question.
9. Did you ever use, purchase, generate, store, treat, dispose, or otherwise handle at the Site any hazardous substances? If the answer to the preceding question is anything but an unqualified "no," identify:
 - a. Describe the nature of your activities or business at the Site, with respect to purchasing, receiving, processing, storing, treating, disposing, or otherwise handling hazardous substances or materials at the Site.
 - b. Identify all persons, including your employees, who have knowledge, information or documents about the generation, use, purchase, treatment, storage, disposal or other handling of hazardous materials at the Site.

10. Identify all leaks, spills, or releases into the environment of any hazardous substances, pollutants, or contaminants that have occurred at or from the Site during your ownership? In addition, identify:
- When such releases occurred;
 - How the releases occurred (e.g. when the substances were being stored, delivered by a vendor, transported or transferred (to or from any tanks, drums, barrels, or recovery units), and treated).
 - The amount of each hazardous substances, pollutants, or contaminants so released;
 - Where such releases occurred;
 - Any and all activities undertaken in response to each such release or threatened release, including the notification of any agencies or governmental units about the release
 - All persons with information relating to these releases.
11. If any of the documents solicited in this information request are no longer available, please indicate the reason why they are no longer available. If the records were destroyed, provide us with the following:
- a description of how the records were destroyed (burned, trashed, etc.) and the approximate date of destruction.
 - a description of the type of information that would have been contained in the documents.
 - the names and most current address of any person(s) who may possess documents relevant to this inquiry.

GRACE

Legal Services Group

W. R. Grace & Co.
7500 Grace Drive
Columbia, MD 21044

T 410.531.8802
F 410.531.4783
E holli.feichko@grace.com
W www.grace.com

Holli J. Feichko
Environmental Counsel

December 19, 2011

Ms. Bianca Jaikaran
CERCLA Legal Support Branch
U.S. Environmental Protection Agency, Region 4
61 Forsyth Street, S.W.
Atlanta, GA 30303

Ms. Ann Mayweather
Superfund Enforcement and Information Management Branch
U.S. Environmental Protection Agency, Region 4
61 Forsyth Street, S.W.
Atlanta, GA 30303

RE: Response to Request for Information Pursuant to Section 104 of CERCLA and
Section 3007 of RCRA for the Horton Iron & Metal Company Superfund Site in
Wilmington, New Hanover County, North Carolina

Dear Meses. Jaikaran and Mayweather:

W. R. Grace & Co. ("Grace") submits this response to the request for information (the "Request") of the United States Environmental Protection Agency Region 4 ("EPA") regarding the Horton Iron & Metal Company Superfund Site in Wilmington, New Hanover County, North Carolina (the "Wilmington Site" or the "Site"). By e-mail dated December 12, 2011, Ms. Jaikaran agreed to extend the deadline for this response to allow Grace additional time to review recently identified information potentially responsive to the Request. As agreed, Grace's response is postmarked no later than December 19 for overnight delivery to you.

In its attempt to respond to EPA's questions, Grace has made a diligent effort to locate documents in its files and obtain information about this matter from current employees. Even with an extensive search and review of documents, as well as interviews of current employees, Grace has located limited records regarding ownership and operation of the Wilmington Site due to the significant passage of time. This is not surprising given the relatively short period during which Grace may have had a connection to the Site.

Description of Records Search. Grace undertook a thorough search for documents containing information responsive to the Request. In gathering responsive information, Grace reviewed the following: corporate directors' meetings minutes; telephone directories; corporate transaction files located in Columbia, MD and Cambridge, MA; files located in Memphis, TN (the records storage site for Grace's former agricultural chemicals business); a software application that tracks current and former Grace subsidiaries; and other business document files located in offsite storage. Grace has provided, as exhibits to this response, copies of all documents located by Grace that contain non-cumulative information responsive to the Request.

Because Grace's involvement with the Wilmington Site occurred over fifty years ago, Grace located no current or former employees who worked at the relevant facility during the time period covered by the Request. Thus, Grace could not identify persons with knowledge regarding this Request.

Objections. Grace is unable to provide definitive answers to all of the EPA's broad and detailed questions due to the following factors: Grace's normal document retention procedures; the difficulty in identifying current or former employees who might have personal knowledge of events that occurred over fifty years ago; the inherent limitations of the human memory in recollecting events that may have happened over fifty years ago; the relatively short time frame in which Grace may have had any connection to the Site; the complexity of Grace's operations during that time frame; and the fact that Grace's corporate headquarters and related records have moved several times and may have been lost. In view of these limitations, Grace objects to EPA's requests as unduly burdensome. Grace further objects to any question to the extent that the Request requires Grace to speculate or seek information not in its possession, custody, or control.

Grace objects in general to the Requests on the ground that many of the specific requests are irrelevant, overbroad, vague, and impose an undue burden on the respondent. Grace further objects to the extent that EPA's Requests require Grace to make legal determinations regarding its potential liability under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 *et seq.*, and the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6921 *et seq.* CERCLA Section 104(e) and RCRA Section 3007 authorize EPA to request information, documents, and records regarding activities specified in those sections. 42 U.S.C. §§ 9604(e), 6927. These sections do not authorize EPA to request, and Grace is not obligated to provide, Grace's legal determinations under CERCLA or RCRA.

The nature of Grace's specific objections are set forth more fully below. Notwithstanding, and without waiving these objections, Grace has endeavored to respond to the request to the extent that information is available.

Miscellaneous. In providing the information in this response, Grace is making no admission of liability with respect to the Site under any statute or common law. Grace reserves the right to correct any misimpressions or erroneous assumptions by EPA in the Agency's consideration of Grace's response.

Grace intends to cooperate with EPA on this matter. If the Agency has further questions or requests for clarification based on this submission, please contact me to discuss how EPA's information needs can be adequately addressed without requiring the generation of irrelevant and unduly burdensome information by Grace.

The answers set forth in the attached document, subject to inadvertent or undiscovered errors or omissions, are based on, and therefore necessarily limited by, the records and information currently in the possession of Grace or recollected by current employees of Grace.

Sincerely,



Holli J. Feichko

cc: William M. Corcoran (w/o enclosures)
Lydia B. Duff, Esq. (w/o enclosures)
Karen E. Ethier (w/o enclosures)

Ends.

GRACE

1. Identify the person(s) answering these questions.

- a. Full name and title;**
- b. Mailing address and physical address; and**
- c. Daytime telephone number.**

Holli J. Feichko
Environmental Counsel
W. R. Grace & Co.
7500 Grace Drive
Columbia, MD 21044
(410) 531-8802

2. For each and every Question contained herein, identify the person(s) answering these Questions on behalf of Respondent and all persons consulted in the preparation of the answer.

Each of the responses below was prepared by Holli Feichko based on information from referenced documents. Grace identified no one with relevant personal knowledge regarding these Requests. The descriptions in the responses to EPA's Requests do not add any further information than is contained in the documents. The responses to these Requests are based on records searches conducted by and/or were written in consultation with Mark A. Shelnitz (Vice President, General Counsel and Secretary), Lydia B. Duff (Senior Environmental Counsel), John A. McFarland (Senior Corporate Counsel), Lynne G. Gardner (Site Information Manager, Remedium Group, Inc.), Brian O'Connell (Senior Environmental Specialist), Angela M. Wilkinson (Corporate Paralegal), Debra Blakney (Paralegal), Janice Prosser (Senior Executive Administrator), and Holli Feichko.

3. For each and every Question contained herein identify the documents consulted, examined, or referred to in the preparation of the answer or that contain information responsive to the Question, and provide true and accurate copies of all such documents.

See responses below and documents enclosed.

4. Please confirm the dates in which W. R. Grace owned and/or operated the Site.

Grace repeats its general objections set forth above. Without waiving these objections, and in an effort to respond fully to this request, Grace replies as follows. According to real estate and corporate transaction records, Grace acquired the Wilmington Site (containing approximately 42.1 acres) from Naco Fertilizer on or around September 23, 1954. Grace conveyed the Site to Horton Iron & Metal Co., Inc. ("Horton") on or around June 16, 1959. See Exhibit A.

5. Please provide a detailed description (along with documentation) of the type of operations that took place or were performed at the Site by W. R. Grace during its ownership of the Site property.

Grace repeats its general objections set forth above. Without waiving these objections, and in an effort to respond fully to this request, Grace replies as follows. Grace's records indicate that the Wilmington Site may have held buildings, fixtures, and equipment, some which were later transferred to or removed by Horton. Grace engaged Horton to conduct "demolition and removal" of various buildings, fixtures, and equipment before it transferred the property to Horton. The agreement required Horton to remove all buildings from the premises (except the "Welfare House") and remove all machinery (except "four pay-loaders, a motor generator, and cross ties," which remained Grace property). The agreement allowed Horton to take possession of "all

GRACE

salvage material" on the Site. See Exhibit A. Grace located no other information regarding the operations that took place or were performed at the Site.

6. Please provide any information or documents you may have on any operations that occurred at the Site property before you purchased it.

Grace repeats its general objections set forth above. Without waiving these objections, and in an effort to respond fully to this request, Grace replies as follows. Grace's records indicate that Pocomoke Guano Company conveyed all or a portion of the Wilmington Site to American Agricultural Chemical Company by deed dated May 23, 1911, and that American Agricultural Chemical Company conveyed the Site to Naco Fertilizer Company in 1948 or 1949. See Exhibits A & B. These records also show that the property owners may have granted rights of way and easements for the purpose of constructing and maintaining a railroad, railroad connections, and/or spur tracks. See Exhibit B. Grace located no other information regarding the operations that took place or were performed at the Site.

7. Describe in detail any and all relationship W. R. Grace may have had with a company Naco Fertilizer.

Grace repeats its general objections set forth above. Without waiving these objections, and in an effort to respond fully to this request, Grace replies as follows. Based on Grace's historical records, it appears that in and around the time period relevant to this Request, certain Naco Fertilizer Company ("Naco Fertilizer") entities incorporated in California and West Virginia may have been wholly or partially owned-subsidaries of Grace. See, e.g., Exhibits C, D, E, F, & G. It also appears that Grace may have purchased and sold various properties from and/or under the name Naco Fertilizer. *Id.* For example, the Naco Fertilizer entity incorporated in West Virginia may have been a wholly-owned subsidiary of Grace when it purchased the Wilmington Site in 1948 or 1949. See Exhibits B, C, & D.

Grace Board of Directors' meeting minutes reference several discussions regarding the dissolution of various Naco Fertilizer entities. For example, in September 1954, the Board authorized "the President or any Vice President of the Company to execute consent as sole stock-holder in Naco Fertilizer Company (W.Va.)" to liquidate and dissolve the company effective September 30, 1954. See Exhibits E & F. In the 1950s, Grace purchased the Davison Chemical Company ("Davison"), and the Board authorized the transfer of certain Naco Fertilizer (W.Va.) operations to the Davison entity in September 1954. See Exhibit F.

8. At the time you acquired or operated the Site, did you know or have reason to know that any hazardous substance was disposed of or on, or at the Site? Describe the facts on which you base the answer to the proceeding question.

Grace repeats its general objections set forth above. Grace further objects to this Request because it assumes disposal of hazardous substances of an unspecified nature at an unspecified time. Notwithstanding and without waiving these objections, Grace searched for but did not locate any records responsive to this request.

9. Did you ever use, purchase, generate, store, treat, dispose, or otherwise handle at the Site any hazardous substances? If the answer to the preceding question is anything but an unqualified "no," identify:

- a. Describe the nature of your activities or business at the Site, with respect to purchasing, receiving, processing, storing, treating, disposing, or otherwise handling hazardous substances or materials at the Site.**

GRACE

- b. Identify all persons, including your employees, who have knowledge, information or documents about the generation, use, purchase, treatment, storage, disposal or other handling of hazardous materials at the Site.**

Grace repeats its general objections set forth above. Grace further objects to this Request because it assumes use, purchase, generation, storage, treatment, disposal, or handling of hazardous substances of an unspecified nature at an unspecified time. Notwithstanding and without waiving these objections, Grace searched for but did not locate any records responsive to this request.

- 10. Identify all leaks, spills, or releases into the environment of any hazardous substances, pollutants, or contaminants that have occurred at or from the Site during your ownership? In addition, identify:**
- a. When such releases occurred;**
 - b. How the releases occurred (e.g., when the substances were being stored, delivered by a vendor, transported or transferred (to or from any tanks, drums, barrels, or recovery units), and treated).**
 - c. The amount of each hazardous substances, pollutants, or contaminants so released;**
 - d. Where such releases occurred;**
 - e. Any and all activities undertaken in response to each such release or threatened release, including the notification of any agencies or governmental units about the release**
 - f. All persons with information relating to these releases.**

Grace repeats its general objections set forth above. Grace further objects to this Request because it assumes leaks, spills, and releases of hazardous substances of an unspecified nature at an unspecified time. Notwithstanding and without waiving these objections, Grace searched for but did not locate any records responsive to this request.

- 11. If any of the documents solicited in this information request are no longer available, please indicate the reason why they are no longer available. If the records were destroyed, provide us with the following:**
- a. A description of how the records were destroyed (burned, trashed, etc.) and the approximate date of destruction.**
 - b. A description of the type of information that would have been contained in the documents.**
 - c. The names and most current address of any person(s) who may possess documents relevant to this inquiry.**

Grace repeats its general objections set forth above. Notwithstanding and without waiving these objections, Grace replies as follows. Due to the passage of time, information and persons with knowledge regarding records that may be relevant to this Request, including information responsive to Requests 11(a)-(c), are no longer available.

As discussed, Grace reviewed the following records: corporate directors' meetings minutes; telephone directories; corporate transaction files located in Columbia, MD and Cambridge, MA; files located in Memphis, TN (the records storage site for Grace's former agricultural chemicals business); a software application that tracks current and former Grace subsidiaries; and other business document files related to the relevant facility located in offsite storage. For example, Grace located an index of off-site records maintained by Iron Mountain, Inc., and the index referenced two boxes of financial records for "Naco" or "Naco Fertilizer" that

GRACE

were stated to have been "destroyed" by Iron Mountain on December 31, 1997. Iron Mountain representatives confirmed that they could not locate the boxes and stated that they "destroy" records by either shredding or recycling the documents.

Our records indicate that in February and March 2010, two former Grace employees [REDACTED] and [REDACTED] checked out and permanently removed from Iron Mountain storage three boxes containing documents that may have referenced "Wilmington, NC" (but most likely concerned an unrelated Wilmington, NC property). Both former employees worked in the former corporate headquarters located in Boca Raton, FL. Grace moved its corporate headquarters from Boca Raton, FL to Columbia, MD in 1999. In 2010, Grace downsized its Boca Raton presence and moved to a new location in Boca Raton. In connection with the move, Mr. [REDACTED] facilitated the destruction of outdated files.

GRACE



U.S. Department
of Transportation

**Maritime
Administration**
Office of Chief Counsel

400 Seventh Street, S. W.
Washington, D. C. 20590

Christine S. Gurland, FOIA Officer
202-366-5181
Ann Herchenrider, FOIA Public Liaison
202-366-5165
FOIA Requester Service Center
202-366-2666
FACSIMILE: 202-366-7485
Toll free: 1-800-986-9678 ext. 65181
E-mail address: FOIA.MARAD@dot.gov

October 19, 2006

Ms. Melissa D. Waters
Enforcement Project Manager
Waste Division
United States Environmental Protection Agency
Region 4
Atlanta Federal Center
61 Forsyth Street
Atlanta, Georgia 30303-8960

Control No.: 06-077

Dear Ms. Waters:

This letter is in response to your June 14, 2006 request for information pursuant to Section 104 of CERCLA and Section 3007 of RCRA for the Horton Iron & Metal Company Site in Wilmington, New Hanover County, North Carolina.

Enclosed are the responsive documents to your request. Also enclosed is a list describing the documents.

There are no charges incurred in connection with your request.

Sincerely,

Christine S. Gurland
CHRISTINE S. GURLAND
Freedom of Information Act Officer

Enclosures



10699058



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4
ATLANTA FEDERAL CENTER
61 FORSYTH STREET
ATLANTA, GEORGIA 30303-8960

SITE: Horton Iron & Metal
BREAK: 11.9
OTHER: V3

JUN 14 2005

4WD-SEIMB

INFORMATION REQUEST LETTER

URGENT LEGAL MATTER - PROMPT REPLY REQUESTED

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Julie Nelson, Chief Counsel
Maritime Administration
400 7TH Street SW
Washington, D.C. 20590

SUBJ: Request for Information Pursuant to Section 104 of CERCLA and Section 3007 of RCRA for the Horton Iron & Metal Company Site in Wilmington, New Hanover County, North Carolina ("the Site")

Dear Ms. Nelson:

The purpose of this letter is to request that you respond to the enclosed Information Request. The United States Environmental Protection Agency ("EPA") is currently investigating the release or threatened release of hazardous substances, pollutants or contaminants, or hazardous wastes on or about the above-referenced Site. This investigation requires inquiry into the identification, nature, and quantity of materials generated, treated, stored, or disposed of at, or transported to, the Site and the nature or extent of a release or threatened release of a hazardous substance or pollutant or contaminant at or from the Site.

The Site property occupies approximately 42.1 acres and is currently operated as a junkyard / metal recycler. Under the current ownership, the Site is also known to have participated in ship-breaking operations, particularly in the 1960s and early 1970s. Previous uses of the Site include operating as a fertilizer facility as early as 1915. The North Carolina Department of Environment and Natural Resources completed an Expanded Site Inspection (ESI) on September 17, 2003. Contaminants found as a result of the ESI included : arsenic, copper, lead, zinc, mercury, polycyclic aromatic hydrocarbons, pesticides, polychlorinated biphenyls (PCBs), and several other organic compounds.

Pursuant to the authority of Section 104 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9604, as amended, and Section 3007 of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6927, you are hereby requested to respond to the Information Request set forth in Enclosure A hereto.



Compliance with the Information Request is mandatory. Failure to respond fully and truthfully to the Information Request within thirty (30) days of receipt of this letter, or to adequately justify such failure to respond, can result in enforcement action by EPA pursuant to Section 104(e) of CERCLA, as amended, and/or Section 3008 of RCRA. Each of these statutes permits EPA to seek the imposition of penalties of up to thirty-two thousand five hundred dollars (\$32,500) for each day of continued non-compliance. Please be further advised that the provision of false, fictitious, or fraudulent statements or representations to the Information Request may subject you to criminal penalties under 18 U.S.C. § 1001 or Section 3008(d) of RCRA, 42 U.S.C. § 6928(d).

This Information Request is not subject to the approval requirements of the Paperwork Reduction Act of 1980, 44 U.S.C. § 3501, et seq.

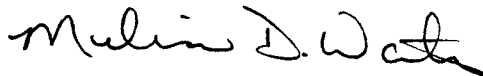
Your response to this Information Request should be mailed to:

Ms. Melissa Waters
SEIMB
Waste Management Division
U.S. Environmental Protection Agency, Region 4
Atlanta Federal Center
61 Forsyth Street, S.W.
Atlanta, Georgia 30303-8909

Due to the seriousness of the problem at the Site and the legal ramifications of your agency's failure to respond properly, EPA strongly encourages you to give this matter your immediate attention and to respond to this Information Request within the time specified above. If you have any legal or technical questions relating to this Information Request, you may consult with EPA prior to the time specified above. Please direct all legal questions to Ms. Bonnie Sawyer, Associate Regional Counsel, at (404) 562-9539. Technical questions should be directed to myself at (404) 562-8873.

Thank you for your cooperation in this matter.

Sincerely,



Melissa D. Waters
Enforcement Project Manager
Waste Division

cc: Jay Gordon
Christine Gurlind

Enclosure

Horton Iron & Metal Company Site

ENCLOSURE A

INFORMATION REQUEST

Instructions

1. Please provide a separate narrative response to each and every Question and subpart of a Question set forth in this Information Request.
2. Precede each answer with the number of the Question to which it corresponds.
3. If information or documents not known or not available to you as of the date of submission of a response to this Information Request should later become known or available to you, you must supplement your response to EPA. Moreover, should you find, at any time after the submission of your response, that any portion of the submitted information is false or misrepresents the truth, you must notify EPA of this fact as soon as possible and provide EPA with a corrected response.
4. For each document produced in response to this Information Request, indicate on the document, or in some other reasonable manner, the number of the Question to which it responds.
5. The information requested herein must be provided even though the Respondent may contend that it includes possibly confidential information or trade secrets. You may, if you desire, assert a confidentiality claim covering part or all of the information requested, pursuant to Sections 104(e)(7)(E) and (F) of CERCLA, 42 U.S.C. §§ 9604(e)(7)(E) and (F), Section 3007(b) of RCRA, 42 U.S.C. § 6927(b), and 40 C.F.R. § 2.203(b), by attaching to such information at the time it is submitted, a cover sheet, stamped or typed legend, or other suitable form of notice employing language such as "trade secret," or "proprietary," or "company confidential." Information covered by such a claim will be disclosed by EPA only to the extent, and only by means, of the procedures set forth in statutes and regulation set forth above. If no such claim accompanies the information when it is received by EPA, it may be made available to the public by EPA without further notice to you. You should read the above cited regulations carefully before asserting a business confidentiality claim, since certain categories of information are not properly the subject of such a claim.

Definitions

The following definitions shall apply to the following words as they appear in this Enclosure A:

1. The term "you" or "Respondent" shall mean the addressee of this Request, the addressee's directors, managers, employees, contractors, trustees, partners, successors, assigns, and agents.
2. The term "person" shall have the same definition as in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21): an individual, firm, corporation, association, partnership, consortium, joint venture, commercial entity, United States Government, State, municipality, commission, political subdivision of a State, or any interstate body.
3. The terms the "Site" shall mean and include the property located at 2216 U.S. Highway 421 North, Wilmington, New Hanover County, North Carolina.
4. The term "hazardous substance" shall have the same definition as that contained in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), and includes any mixtures of such pollutants and contaminants with any other substances. Petroleum products mixed with pollutants and contaminants are also included within this definition.
5. The term "hazardous waste" shall have the same definition as that contained in Section 1004(5) of RCRA, 42 U.S.C. § 6903(5).
6. The term "solid waste" shall have the same definition as that contained in Section 1004(27) of RCRA, 42 U.S.C. § 6903(27).
7. The term "materials" shall mean all substances that have been generated, treated, stored, or disposed of or otherwise handled at or transported to the Site, including but not limited to, all hazardous substances, pollutants and contaminants, hazardous wastes and solid wastes, as defined above.
8. The term "hazardous material" shall mean all hazardous substances, pollutants or contaminants, and hazardous wastes, as defined above.
9. The term "non-hazardous material" shall mean all material as defined above, excluding hazardous substances, pollutants and contaminants, and hazardous waste.
10. The term "identify" means, with respect to a natural person, to set forth the person's name, present or last known business address and business telephone number, present or last known home address and home telephone number, and present or last known job title, position or business.

11. The term "identify" means, with respect to a corporation, partnership, business trust or other association or business entity (including a sole proprietorship), to set forth its full name, address, legal form (e.g., corporation, partnership, etc.), organization, if any, and a brief description of its business.
12. The term "identify" means, with respect to a document, to provide its customary business description, its date, its number, if any (invoice or purchase order number), the identity of the author, addressor, addressee and/or recipient, and the substance or the subject matter.
13. The term "release" has the same definition as that contained in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22), and includes any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment, including the abandonment or discharging of barrels, containers, and other closed receptacles containing any hazardous substance or pollutant or contaminant.
14. The terms "document" and "documents" shall mean any object that records, stores, or presents information, and includes writings of any kind, formal or informal, whether or not wholly or partially in handwriting, including by way of illustration and not by way of limitation, any invoice, manifest, bill of lading, receipt, endorsement, check, bank draft, canceled check, deposit slip, withdrawal slip, order, correspondence, record book, minutes, memorandum of telephone and other conversations including meetings, agreement and the like, diary, calendar, desk pad, scrapbook, notebook, bulletin, circular, form, pamphlet, statement, journal, postcard, letter, telegram, telex, report, notice, message, analysis, comparison, graph, chart, interoffice or intra office communications, photostat or other copy of any documents, microfilm or other film record, any photograph, sound recording on any type of device, any punch card, disc or disc pack; any tape or other type of memory generally associated with computers and data processing (together with the programming instructions and other written material necessary to use such punch card, disc, or disc pack, tape or other type of memory and together with printouts of such punch card, disc, or disc pack, tape or other type of memory); and (a) every copy of each document which is not an exact duplicate of a document which it produces, (b) every copy which has any writing, figure or notation, annotation or the like on it, (c) drafts, (d) attachments to or enclosures with any document, and (e) every document referred to in any other document.
15. The terms "and" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of this Information Request any information which might otherwise be construed to be outside its scope.
16. The term "arrangement" means every separate contract or other agreement between two or more persons.

17. Words in the masculine shall be construed in the feminine, and vice versa, and words in the singular shall be construed in the plural, and vice versa, where appropriate in the context of a particular question or questions.
18. All terms not defined herein shall have their ordinary meaning, unless such terms are defined in CERCLA, RCRA, 40 C.F.R. Part 300, or 40 C.F.R. Parts 260-280, in which case the statutory or regulatory definitions shall apply.

QUESTIONS

1. Identify the person(s) answering these Questions on behalf of Respondent.
2. For each and every Question contained herein, identify all persons consulted in the preparation of the answer.
3. For each and every Question contained herein, identify all documents consulted, examined, or referred to in the preparation of the answer or that contain information responsive to the Question and provide true and accurate copies of all such documents.
4. Did your agency enter any agreement and/or contract with Horton Iron and Metals, Ralph Horton or any other individual operating at the Horton Iron and Metals Site property? If so, (1) please include the time period of your agency's involvement with these companies or individuals, and (2) describe in detail any such agreement and/or contract.
5. Please provide a detailed description of the ship-breaking operations that took place at the facility. Also include information on the following : provide all the documents you have on the ship-breaking operations including but not limited to invoices, contracts, manifests, etc.
6. Provide all business records pertaining to your agency and the parties operating at the Site listed above, including:
 - a. Copies of any and all contracts and/or agreements describing the relationship between your agency and the parties operating at the Site;
 - b. Copies of correspondence to and from these companies, including letters, memoranda (both internal and external);
 - c. Copies of invoices, receipts, manifests, bills-of-lading, purchase orders, tickets, and any other documents pertaining to shipping, receiving, and transporting materials; and
 - d. Copies of all business records pertaining to sale, transfer, delivery, disposal, of any hazardous substances, scrap materials, and/or recyclable materials to the Site, including but not limited to, liberty ships.

If you are unable to provide any or all of these documents, explain why, and what you did to find them.
7. Identify all transactions or agreements in which your company gave, sold, transferred, delivered, or disposed of ships to the Site.

8. If you have reason to believe that there may be persons able to provide a more detailed or complete response to any Question contained herein or how may be able to provide additional responsive documents, identify such persons and the additional information or documents that they may have.
9. For each and every Question contained herein, if information or documents responsive to this Information Request are not in your possession, custody or control, then identify the persons from whom such information or documents may be obtained



U.S. Department
of Transportation
**Maritime
Administration**

May 5, 2009

1200 New Jersey Avenue, S.E.
Washington, DC 20590

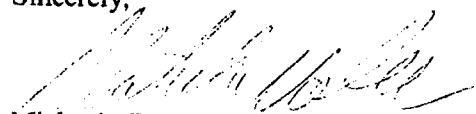
Karen Coleman
United States Environmental Protection Agency
Region 4, SD-SEIMB 11th Floor
61 Forsyth St., S.W.
Atlanta, Ga 30303

Re: Response to Second Request for Information for the Horton Iron & Metal Co. Site
in Wilmington, NC

Dear Ms. Coleman:

Enclosed please find the Maritime Administration's response to the
Environmental Protection Agency's April 6, 2009 Second CERCLA Section 104(e)
Information Request. Please feel free to contact me at (202) 366-5184 with any
questions.

Sincerely,


Michaela E. Noble
Office of Chief Counsel,
General law & litigation division

Enclosed: Response to 104(e) Information Request.

**U.S. Department of Transportation, Maritime Administration's Response to the
Second Request for Information for the Horton Iron & Metal Company Site in
Wilmington, New Hanover County, North Carolina**

The Maritime Administration is not a Potentially Responsible Party under CERCLA, 42 USC §9607 for this Site. The Maritime Administration is not the current owner or operator of a vessel at this Site; is not the current owner or operator of this Site; is not the former owner or operator of this Site; did not arrange for the disposal or treatment of hazardous substances at this Site; and did not transport or arrange for the transportation of hazardous substances to this Site.

The Maritime Administration has responded to this request to the best of the Maritime Administration's ability. The Maritime Administration reserves its rights to supplement its responses to this request should additional information or documents be discovered.

The following general objections are made, and each of the responses below are made subject to these general objections:

- a. Objection is made to the definitions provided for the terms "materials," "hazardous material" and "pollutant or contaminant," as being vague and overly broad.
- b. Objection is made to the questions in so far as they are neither limited in time or to the properties at the Site, as defined per definition number 3. The Maritime Administration asserts that only that information and documents regarding the Site or facility as defined in definition number 3 are relevant.
- c. Objection is made to the questions in so far as they assume that the Maritime Administration is a potentially responsible party.
- d. Objection is made to the questions in so far as they assume that any "pollutant or contaminant," "materials," "waste," "solid waste," "hazardous waste," "hazardous material," or "hazardous substance," at, on, or from the Site qualifies as a "hazardous substance" as that term is defined under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601(14) or as a "hazardous waste" or "solid waste" as those terms are defined under the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6903(5) & (27).

You & Your Company:

1. U.S. Department of Transportation, Maritime Administration
1200 New Jersey Ave., SE
Washington, DC 20590
2. Michaela E. Noble
Office of Chief Counsel, MAR-221
Division of General Law & Litigation
Mail Stop 4
1200 New Jersey Ave., SE
Washington, DC 20590
Tel: (202) 366-5184
Fax: (202) 366-7485
e-mail: michaela.noble@dot.gov
3. See individual named in response to Question 2 for identity of person answering these questions. Also consulted in the preparation of this answer were the following, both of whom may be contacted at the same mailing address as Ms. Noble:

Brenda Bell
Program Analyst,
Office of Management Services
(re: locating documents)

Curt J. Michanczyk
Director, Office of Ship Disposal
(re: employee knowledge of site)

4. Documents Examined:
 - Documents provided by the Maritime Administration in its October 19, 2006 Response to the June 14, 2005 Request for Information Pursuant to Section 104 of CERCLA and Section 3007 of RCRA for the Horton Iron & Metal Company in Wilmington, NC ("2006 First Response")
 - Various on-line resources including, but not limited to:
 - EPA Region 4's website at: <http://www.epa.gov/region4/>
 - Property Management & Archive Record System at <http://www.pmars.imsig.com/>
5. The Maritime Administration objects to this question in so far as it assumes that it conducted any operations at the facility. Subject to its objection, the Maritime Administration sold several vessels, during a period from the early 1960's to the early 1970's, to Horton Iron & Metal Company, a.k.a. Horton Industries ("Horton") for dismantling. Specifically, the following vessels and equipment were sold to Horton during the following years (see the documents provided by MARAD, in its 2006 First Response.)
 - 1961: Joseph Gale (note that this vessel was resold, and was not dismantled at Horton's facility)

- 1962: Andrew Hamilton; Henry Wilson
- 1964: Bernard N. Baker; Jared Ingersoll; Calvin Coolidge
- 1965: Purchase of a Crane for disposal; John B. Hood; Crosby S. Noyes; Lillian Nordica; Ambrose E. Burnside; Thomas C. Power
- 1966: George Crocker; James Miller; Abel Parker Upshur; Archibald Mansfield; Ostara
- 1967: Theodore Roosevelt; William R. Cox; Frank Springer; Sylvester Pattie
- 1968: Cape Isabel
- 1970: Rebecca Lukens
- 1972: MassMar

The vessel disposal cards for all these vessels may be viewed at:
<http://www.pmars.imsig.com/SearchShip.asp>

6. The Maritime Administration objects to this question as vague, using the undefined term "ship-breaking". Subject to its objection, the Maritime Administration was the owner of the above named vessels prior their purchase by Horton for dismantling. See definition for "dismantle" as contained in the documents provided in the Maritime Administration's 2006 First Response. At the time the vessels were delivered to Horton and dismantled, title to the vessels' was owned by Horton. Other than the information provided in its 2006 First Response and the narratives provided here to questions 5 & 6, the Maritime Administration has no information, knowledge or documents responsive to this question.
7. The Maritime Administration has no information, knowledge or documents responsive to this question.
8. The Maritime Administration objects to this question in so far as it assumes that it purchased, or ever owned the property subject of this request. Subject to its objection, the Maritime Administration has no information, knowledge or documents responsive to this question.
9. The Maritime Administration objects to this question as overbroad and vague since it is neither limited in time nor to the Site, subject of this request. Subject to its objections, RCRA was not passed into law at the time the formerly owned Maritime Administration vessels were dismantled at the Site therefore; this question is inapplicable to the Maritime Administration.
10. The Maritime Administration has no information, knowledge or documents responsive to this question.
11. The Maritime Administration has no information, knowledge or documents responsive to this question.

- 200002
12. The Maritime Administration objects to this question in so far as it assumes that it manufactured, gave, sold, transferred, delivered, or otherwise handled hazardous materials at the Site. Subject to this objection, the vessels identified in the previously provided documents and referenced in response to questions 5 & 6 were built during WWII, and it is well known that copper, zinc, mercury, asbestos, PCBs and lead were often used in the construction of vessels during that time. However, the Maritime Administration contracted for the sale of the vessels, not for the disposal of hazardous materials, and at the time any allegedly hazardous materials may have been removed from said vessels, the title to the vessel and any allegedly hazardous materials would have belonged to Horton.
 13. The Maritime Administration has no information, knowledge or documents responsive to this question.
 14. The Maritime Administration has no information, knowledge or documents responsive to this question.
 15. The Maritime Administration has no information, knowledge or documents responsive to this question.
 16. The Maritime Administration has no information, knowledge or documents responsive to this question.
 17. No. The Maritime Administration has never owned or acquired any portion of the Site at any time.
 18. The Maritime Administration is an administration of the Department of Transportation, a federal agency of the United States. We have no information that Horton ever was part of, or an agent for, the Maritime Administration. Therefore, this question does not apply to the Maritime Administration and it has no information, knowledge or documents responsive to this question.
 19. The Maritime Administration is an administration of the Department of Transportation, a federal agency of the United States. We have no information that Horton ever was part of, or an agent for, the Maritime Administration. Therefore, this question does not apply to the Maritime Administration and it has no information, knowledge or documents responsive to this question.

Financial and Other Sources of Information:

20. The Maritime Administration is not a potentially responsible party and is therefore, not liable for any response costs.
- 21-26. The Maritime Administration is an administration of the Department of Transportation, a federal agency of the United States. We have no information that Horton ever was part of, or an agent for, the Maritime Administration.

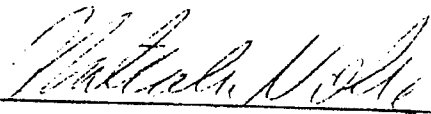
Therefore these questions do not apply to the Maritime Administration and it has no information, knowledge or documents responsive to these questions.

27. Other than the performance bonds previously provided in its 2006 First Response, the Maritime Administration has no information, knowledge or documents responsive to this question.
28. The Maritime Administration objects to this question in so far as it assumes that the Maritime Administration ever had in its possession and control documents solicited in the request which have not already been produced. Subject to its objections, the document retention policies of the Maritime Administration from 1957 to 1984 are set forth in its "Schedule for Disposal and Preservation of Records" dated May 1957, and its retention policy from 1984 to the present are set forth in its "Records Control Schedule", dated September 1984. Documents which are no longer in the Maritime Administration's possession and control may be located in National Archives, or other public sources.
29. The Maritime Administration has no information, knowledge or documents responsive to this question.

DECLARATION

I declare under penalty of perjury that I am authorized to respond on behalf of Respondent and that the foregoing is complete, true, and correct.

Executed on May 5, 2009.



Signature

Michaela E. Noble

Type or Print Name

Office of Chief Counsel, Division of General
Law & Litigation, Trial Attorney

Title

U. S. DEPARTMENT OF COMMERCE
MARITIME ADMINISTRATION

GENERAL FILES SECTION

FILE NO. **QM1945**

PART **1**

FROM **1-1-68** TO **12-31-67**

357-70-4296
#47

Part 1 HORTON IRON & METAL COMPANY

December 21, 1967

520

Mr. Gil Horton
(Horton Industries, Inc.)
P. O. Box 1285
Wilmington, North Carolina 28401

Dear Mr. Horton:

This is in confirmation of information I gave Congressman Lennon this morning relative to the question you raised about the contracts for removal of underground electrical cable from the Wilmington Shipyard.

From a review of the contract in question it is evident that some immediate action is called for, and our Atlantic Coast District has agreed to do the following:

1. The contractor has been notified that there will be no further extension of the contract which means that it will expire on January 20, 1968, the date of the expiration of an extension to which we are already committed.
2. Effective immediately the contractor will be held to the terms of the contract regarding weighing out the cable just as it comes from the ground. No further burning or stripping prior to weighing will be permitted.
3. Prompt arrangements will be made for a new solicitation of bids covering cable remaining on January 20. Whether we will invite bids on exactly the same basis will be determined prior to solicitation. If you have any suggestions we would be happy to hear from you.

We appreciate your bringing this matter to our attention, and hope that you will be in a position to bid on the new solicitation.

Sincerely yours,

H. E. Steffen, Chief
Office of Property and Supply

cc: Congressman Alton Lennon
P. O. Box 562
Wilmington, North Carolina

52002

523

539 HESTeffes/mb

NAME OF AGENCY

PRECEDENCE

MARITIME ADMINISTRATION

ACTION:

INFO.:

TYPE OF MESSAGE

☒ SINGLE☐ BOOK☐ MULTI-ADDRESS

ACCOUNTING CLASSIFICATION

THIS BLOCK FOR USE OF COMMUNICATIONS UNIT

1967 OCT 4 PM 1 09

CLASSIFICATION

STANDARD FORM 14 REV. MARCH 15, 1957
GSA REGULATION 2.1K-203.04
14-303

TELEGRAPHIC MESSAGE

OFFICIAL BUSINESS
U. S. GOVERNMENTREC'D EST
MESSAGE FOR COMMUNICATIONS UNIT
WASHINGTON (Use double spacing and all capital letters)

THIS COL. FOR AGENCY USE

(HORTON INDUSTRIES, INC.)
P. O. BOX 1285
WILMINGTON, NORTH CAROLINA 28401

10-4-67

Q 111945

PD-X-771. CONTRACT TIME FOR SUBMITTING PAYMENT AND BOND SSa
FRANK SPRINGER and SYLVESTER PATHE EXPIRES 10-5-67. ADVISE
RETURNTEL.C. B. PFEFFER
SHIP SALES SPECIALIST
SHIP SALES AND DISPOSAL BRANCH
DIVISION OF PURCHASE AND SALES

START MESSAGE ADDRESS HERE

DO NOT TYPE MESSAGE BEYOND THIS LINE

REC'D EST
MESSAGE FOR COMMUNICATIONS UNIT
WASHINGTON

1967 OCT 4 PM 1 12

DISPATCHED

PAGE NO.

NO. OF PAGES

1

1

NAME AND TITLE OF ORIGINATOR (Type)

ORIGINATOR'S TEL. NO.

C. B. PFEFFER, SHIP SALES & DISPOSAL BR.

4426

DATE AND TIME PREPARED

10-4-67

1:37 P.M.

SECURITY CLASSIFICATION

I certify that this message is official business, is not personal, and is in the interest of the Government.

C. B. Pfeffer

(Signature)

NAVY DEPARTMENT

X

2-29

L11-4-10

PLANNING
MARAD
SAN FRANCISCO

PD-X-771. RELEASE AUTHORIZED TO GEORGE W. ROSE AND STEPHEN
VINCENT BENET TO FIDELL EXPLORATIONS, INC. SUBJECT TO CONTRACT
13-4389, DATED 9-15-67. DELIVERY DEADLINE 10-3-67. ADVISE
WHEN DELIVERY EFFECTED.

INFO

cc:
Communications
341
520
523 - Div. File
528
539

GBPfeffer/ro

RECEIVED, SHIP DEPT. OF MARINE ENGINEERING

Q26

7-22-67

1 1
10:42 A.M.

NAME OF AGENCY

PRECEDENCE

MARITIME ADMINISTRATION

ACTION:

INFO:

TYPE OF MESSAGE



SINGLE



BOOK

☐ MULTI-ADDRESS

ACCOUNTING CLASSIFICATION

THIS BLOCK FOR USE OF COMMUNICATIONS UNIT

1967 SEP 15 PM 2 08

CLASSIFICATION

STANDARD FORM 14 REV. MARCH 15, 1957
GSA REGULATION 21X-203.04
14-303

TELEGRAPHIC MESSAGE

OFFICIAL BUSINESS
U. S. GOVERNMENT

MESSAGE TO BE TRANSMITTED (Use double spacing and all capital letters)

THIS COL. FOR AGENCY USE

(HORTON INDUSTRIES, INC.)
P. O. BOX 1285
WILMINGTON, N. C. 28401MARAD TT UNIT
WASHINGTON

9-15-67

DEPARTMENT OF COMMERCE (MARITIME ADMINISTRATION) HEREBY ACCEPTS
URBID DATED 9-8-67 FOR PURCHASE SSs FRANK SPRINGER AND
SYLVESTER PATTIE IN AMOUNT OF \$45,900 EACH SUBJECT TO TERMS
INVITATION FOR BIDS PD-X-771. CONTRACT ASSIGNED NO. MA-4385.
LETTER FOLLOWS.

J. G. CONKEY, CHIEF
DIVISION OF PURCHASE AND SALES

REC'D EST
MARAD TT UNIT
WASHINGTON

THIS LINE NOT TYPE MESSAGE BEYOND THIS LINE
1967 SEP 15 PM 2 23

DISPATCHED

PAGE NO.

1

NO. OF PAGES

1

NAME AND TITLE OF ORIGINATOR (Type)

ORIGINATOR'S TEL. NO.

CBPFEFFER, SHIP SALES & DISPOSAL BR.

4426

DATE AND TIME PREPARED

9-15-67 11:40 A.M.

SECURITY CLASSIFICATION

I certify that this message is official business, is not personal, and is in the interest of the Government.

(Signature)

MARITIME ADMINISTRATION

X

11-4-10

(HORTON INDUSTRIES, INC.)
P. O. BOX 1283
WILMINGTON, D. C. 28401

DEPARTMENT OF COMMERCE (MARITIME ADMINISTRATION) HEREBY ACCEPTS
BID DATED 2-8-67 FOR PURCHASE S/S FRANK SPRINGER AND
SELVESTER PATTE IN AMOUNT OF \$45,000 EACH SUBJECT TO TERMS
INVITATION FOR BIDS PD-1-771. CONTRACT ASSIGNED NO. MA-4385.
LETTER FOLLOWS.

J. G. CONKLY, CHIEF
DIVISION OF PURCHASE AND SALES

cc:
Communications
101
300/341
300/351
300/361
400/420
400/425
520
523 - Dir. File
528 (2)
539
10002
10003
10004

CBPfeffer/ro

CBP
[Signature]

CBPfeffer, CHIEF SALES & DISPOSAL BR.

1/26

[Signature]

1 1

2-15-67

11:40 A.M.

231
June 3, 1967

520(N)

~~Mr. Ralph T. Horton, Secretary
(Horton Industries, Inc.)
P. O. Box 1285
Wilmington, North Carolina 28401~~

*CHT/5
5/11/74*

Dear Mr. Horton:

This will confirm my telephone conversation with you today concerning your letter of June 2, 1967, subject "Equal Employment Opportunity - Executive Order 11246." I am attaching a copy of my letter of May 8, 1967, addressed to Mr. Wendell Corbett. You need not reply to that letter since I have secured the information requested in my letter.

I am also attaching a set of Standard Form 100 "Employer Information Report EEO-1" which is required to be filed with the Joint Reporting Committee, Jeffersonville, Indiana, on all Federal contracts of \$50,000.00 or more and holders of Federal contracts who employ 50 or more employees.

As stated to you on the telephone since no other Federal agency has approached you concerning this program of equal employment opportunity, the Maritime Administration will have responsibility of "Compliance Agency." This should be noted under Section B, item 4(a), of the reporting form. This means that the Maritime Administration will represent the Federal Government in contract compliance activities that are related to equal employment opportunity with your company. We will contact you in the near future to establish a mutually agreeable time to meet with you in Wilmington to explain this program and to secure from you your cooperation in fulfilling the intent of the equal opportunity clause of your contract.

We look forward to meeting with you in the near future.

Sincerely yours,

(Sgd.) F. L. Hale

F. L. Hale
Equal Opportunity Officer

Enclosure

cc:
520
520(N) - Subject
520(N) - Reading File

539 ✓
FLHale/bc

539

May 31, 1967

520(N)

BM1945

Mr. Maddell Corbett, Secretary
(Worton Industries, Inc.)
P. O. Box 1285
Wilmington, North Carolina 28402

Dear Mr. Corbett:

Subject: Equal Employment Opportunity - Executive Order 11246

Under date of May 8, 1967, we wrote you requesting information relative to data furnished by you to the Joint Reporting Committee, Jeffersonville, Indiana, concerning equal employment statistical data.

Inasmuch as this office is desirous of formulating specific plans for the next fiscal accounting year, the information requested is required to complete our plans.

It will be appreciated if you will advise us at your earliest convenience concerning the information requested in our letter of May 8, 1967.

Sincerely yours,

(Sgd.) F. L. Hale
F. L. Hale
Equal Opportunity Officer

cc:
520
520(N) - Subject
520(N) - Pending File
539

FLHale/bc

ARTIST INFORMATION

K

4-13-66

64-1212

(NORTH INDUSTRIES, INC.)
HIGHWAY #421, 1 MILE NORTH
P. O. BOX 1285
WILMINGTON, NORTH CAROLINA 28401

DEPARTMENT OF COMMERCE (MARITIME ADMINISTRATION) HEREBY ACCEPTS
 ORBID DATED 2-5-66 FOR PURCHASE 252 PILLBOX (APA-83) AND CORUHA (AKA-33)
 IN AMOUNTS OF \$66,000 EACH SUBJECT TO TERMS INVITATION FOR BIDD
 FD-X-738. CONTRACT ASSIGNED NO. MA-4188. LETTER FOLLOWS.

H. A. STEPHENS, CHIEF
OFFICE OF PROPERTY AND SUPPLY

cc:
Communications
101
300/341
300/351
300/361
400/420
400/425
520
523/Div. File
528 (2)
539 ✓
10002
10003
10004

043000000000/1rb

C. CONCOMITER, CHIEF TAKER & DISTANCE, JR.

4772

9-13-65

10235 2, Aug

71 61 14 01 74 51 52 59

NAME OF AGENCY

PRECEDENCE

MARITIME ADMINISTRATION

ACTION:

INFO:

ACCOUNTING CLASSIFICATION

TYPE OF MESSAGE

☒ SINGLE☐ BOOK☐ MULTI-ADDRESS

CLASSIFICATION

STANDARD FORM 14 REV MARCH 15, 1957
GSA REGULATION 2-IX-301.00
14-304

TELEGRAPHIC MESSAGE

OFFICIAL BUSINESS
U. S. GOVERNMENT

THIS BLOCK FOR USE OF COMMUNICATIONS UNIT

1966 SEP 30 PM 3 00

MESSAGE TO BE TRANSMITTED (Use double spacing and all capital letters)

THIS COL. FOR AGENCY USE

TELEGRAM

HORTON INDUSTRIES, INC.
HWY. #421, 1 MI. N.
P. O. BOX 1285
WILMINGTON, NORTH CAROLINA 28401

ACKNOWLEDGE PAYMENT AND BOND SS, FILLMORE AND OSTARA PD-X-738.

REASONS FOR DELAYING DELIVERY NOT WITHIN PURVIEW SECTION

IX (D) (1); HOWEVER, MARAD AGREEABLE TO 10-DAY EXTENSION

SUBJECT TO YOUR PAYMENT DAMAGES \$15 PER DAY PER SHIP

COMMENCING 10-4-66 WITH BILLING TO FOLLOW DELIVERY.

RELEASE SHIPS AUTHORIZED.

M. G. DOTY, CHIEF
SHIP SALES AND DISPOSAL BRANCH

START MESSAGE ADDRESS HERE

DO NOT TYPE MESSAGE BEYOND THIS LINE

DISPATCHED

PAGE NO.

1

NO. OF PAGES

1

NAME AND TITLE OF ORIGINATOR (Type)

G. PFEFFER, SHIP SALES AND DISPOSAL BRANCH

ORIGINATOR'S TEL. NO.

4772

DATE AND TIME PREPARED

9-30-66

3:15 P.M.

SECURITY CLASSIFICATION

I certify that this message is official business, is not personal, and is in the interest of the Government.

(Signature)

125-657

January 21, 1966

Horton Iron and Metal Company
P. O. Box 1285
Wilmington,
North Carolina

Gentlemen:

There is enclosed, duly completed, Standard Form 97, "The United States Government Certificate of Release of a Motor Vehicle," Certificate Number 33. This certificate covers the vehicle recently purchased by you on Order Number D13-4455-66 and located at the Wilmington, North Carolina Reserve Fleet, Wilmington, North Carolina.

Please acknowledge receipt of this document.

Sincerely yours,

(SIGNED) - J. C. HIMES

J. C. Himes, Chief
Division of Office Services

Enclosure

cc: 537
539✓
547 (2)
52002
52103

JCHimes/gds 1-21-66

August 5, 1965

SB:526(2)

Qm 1945
J. G. Conkey

✓
(Horton Iron & Metal Company, Inc.)
P. O. Box 1285
Wilmington, North Carolina

Attention: Mr. R. T. Horton

Gentlemen:

Subject: Contract No. 22-5937, Disposal Order 21-4266-2, dated
July 16, 1965 - Extension of Time

Reference is made to your letter of July 29, 1965, requesting an
additional thirty (30) days' extension of time to remove two (2)
cranes covered by the subject Contract and Disposal Order.

In connection with the above, approval is hereby granted so as to
extend to September 14, 1965, the period of time within which to
remove the two (2) cranes covered by the subject Contract and
Disposal Order.

Sincerely yours,

Sgd: J. G. Conkey

J. G. Conkey, Acting Chief
Office of Property and Supply

cc:
51
523
523/Div. File
528
539 ✓
52002
52014
101
237accardi/slb

5-39
Washington, D. C. 20235

Maritime North Carolina Shipyard
Wilmington, North Carolina
Attention: Mr. Thompson

August 2, 1965

582(2)

Chief, Division of Purchase and Sales

Form DA-98, Disposal Order No. DA-NA66-2 dated July 16, 1965 --
Purchase of Two Cranes, Contract No. NA-3937

Pursuant to Sales Proposal DA-NA65-5 dated June 7, 1965, the Horton Iron & Metal Company, Inc. of Wilmington, Delaware, was under date of July 6, 1965, awarded two (2) cranes as more fully described in the subject disposal order.

Under the terms of Sales Proposal DA-NA65-5 the successful purchaser is required to remove the cranes within forty (40) days from the date of award (July 6, 1965) or by August 15, 1965.

By letter dated August 28, 1965, Horton Iron & Metal Company, Inc. has requested a thirty (30) day extension of time within which to remove the subject cranes. Will you kindly advise if your office would interpose any objection to granting an extension of time to September 14, 1965, within which to remove the subject cranes.

Sgt. J. G. Conboy

J. G. Conboy

one
451
583
583 - Div. File
528
539 ✓
52802
52804

REZaccardi/mt

NAME OF AGENCY

PRECEDENCE

MARITIME ADMINISTRATION

ACTION:

INFO:

TYPE OF MESSAGE

☒ SINGLE☐ BOOK☐ MULTI-ADDRESS

ACCOUNTING CLASSIFICATION

CLASSIFICATION

STANDARD FORM 14 REV. MARCH 13, 1957
GSA REGULATION 24X-203.04
14-303

THIS BLOCK FOR USE OF COMMUNICATIONS UNIT

TELEGRAPHIC MESSAGE

OFFICIAL BUSINESS
U. S. GOVERNMENT

MESSAGE TO BE TRANSMITTED (Use double spacing and all capital letters)

THIS COL. FOR AGENCY USE

TELETYPE

HORTON INDUSTRIES, INC.
P. O. BOX 1285
WILMINGTON, N. C. 28402

DEPARTMENT OF COMMERCE (MARITIME ADMINISTRATION) HEREBY
ACCEPTS URBD DATED 4-9-65 FOR PURCHASE OF SSs CROSBY S. NOYES
AND LILLIAN NORDICA IN AMOUNTS OF \$46,900 and \$48,600,
RESPECTIVELY, SUBJECT TO TERMS AND CONDITIONS OF INVITATION
FOR BIDS NO. PD-X-690. CONTRACT ASSIGNED NO. MA-3865.
LETTER FOLLOWS.

H. E. STEFFES

DISPATCHED

PAGE NO.
1NO. OF PAGES
1

NAME AND TITLE OF ORIGINATOR (Type)

C. PFEFFER

SHIP SALES AND DISPOSAL BRANCH

ORIGINATOR'S TEL. NO.

4772

DATE AND TIME PREPARED

4-16-65 9:00 A.M.

SECURITY CLASSIFICATION

I certify that this message is official business, is not personal, and is in the interest of the Government.

(Signature)

MARITIME ADMINISTRATION

五

TELETYPE

BOSTON INDUSTRIES, INC.
P. O. BOX 1285
WILMINGTON, N. C. 28402

DEPARTMENT OF COMMERCE (MARITIME ADMINISTRATION) HEREBY
ACCEPTS URBID DATED 4-9-65 FOR PURCHASE OF SSs CROSBY S. NOYES
AND LILLIAN NORDICA IN AMOUNTS OF \$46,900 and \$48,600,
RESPECTIVELY, SUBJECT TO TERMS AND CONDITIONS OF INVITATION
FOR BIDS NO. PD-X-690. CONTRACT ASSIGNED NO. MA-3865.
LETTER FOLLOWS.

H. E. SPECTER

cc:
Communications
101
300/341
300/351
300/361
400/420
400/451
520
523 - Div. File
528 (2)
539
10002
10003
10004

CP#after/20

C. FFEYER
SHIP SALES AND DISPOSAL BRANCH

4772

4-16-65

1 1
9:00 A.M.

NAME OF AGENCY

MARITIME ADMINISTRATION

PRECEDENCE

ACTION:

INFO:

TYPE OF MESSAGE

☒ SINGLE☐ BOOK☐ MULTI-ADDRESS

ACCOUNTING CLASSIFICATION

THIS BLOCK FOR USE OF COMMUNICATIONS UNIT

PM 12 10

CLASSIFICATION

STANDARD FORM 14 REV. MARCH 15, 1957
GSA REGULATION 2-IX-203.04
14-303

TELEGRAPHIC MESSAGE

OFFICIAL BUSINESS
U. S. GOVERNMENT

MESSAGE TO BE TRANSMITTED (Use double spacing and all capital letters)

THIS COL. FOR AGENCY USE

(HORTON INDUSTRIES, INC.)
P. O. BOX 1285
WILMINGTON, N. C.

RECEIPT ACKNOWLEDGED PAYMENT AND BOND SS JOHN B. HOOD
PD-X-684. DELIVERY TIME HEREBY EXTENDED THRU 3-17-65
SUBJECT TO LIQUIDATED DAMAGES PAYABLE TO THE UNDERSIGNED
AT \$15 PER DAY COMMENCING 3-8-65 TO AND INCLUDING DATE
OF DELIVERY, PURSUANT SECTION IX (D) (2) OF INVITATION.

DOTY

START MESSAGE ADDRESS HERE

DO NOT TYPE MESSAGE BEYOND THIS LINE

DISPATCHED

NAME AND TITLE OF ORIGINATOR (Type)

C. Pfeffer

Ship Sales and Disposal Branch

ORIGINATOR'S TEL. NO.

11604

DATE AND TIME PREPARED

3/4/65

11:30 AM

SECURITY CLASSIFICATION

I certify that this message is official business, is not personal, and is in the interest of the Government.

2

U. S. DEPARTMENT OF COMMERCE
MARITIME ADMINISTRATION

GENERAL FILES SECTION

FILE NO. OM 1945

PART 2

1-1-68

FROM _____ TO _____

312.1

September 3, 1970

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Horton Industries, Inc.
P. O. Box 1285
Wilmington, North Carolina 28401

Gentlemen:

Subject: PD-X-880 - Sale of Ship for Scrapping

The Maritime Administration hereby accepts your bid, dated August 27, 1970, for the purchase of the SS REBECCA LUKENS in the amount of \$41,330.00, subject to the terms and conditions of Invitation for Bids No. PD-X-880. The Sales Contract has been assigned No. MA-6081, and it is dated September 3, 1970.

Under the terms of sale, delivery of the ship is required by September 28, 1970. Payment of the purchase price and a performance guaranty of \$50,000.00 are to be furnished prior to delivery of the ship but not later than September 28, 1970. Bond Forms MA-516, which are to be identified with Contract MA-6081, dated September 3, 1970, are enclosed for your use.

Release of the ship will be authorized promptly upon receipt of the foregoing.

Sincerely,

/s/ M. C. Doty

M. C. DOTY
Chief, Fleet Disposal Branch
Division of Reserve Fleet

Enclosures

cc:
110, 240, 740, 740.1, 743, 743.1
742.3, 744.1, 743.3-2, 640, 641
312.1, 641.1(GRIFFIN), 2100, 3100, 4100

743.1:CWSchumacher/ild/9-3-70

See Union Minerals & Alloys Corp. for original sale contract. MA-4522

- 1-AMENDMENT #1: 5/7/68 MA-4522 Resale of the SS FRED HERRLING and HAWKINS FUDSKE, Performance Bond, in the amount of \$100,000, executed by Travelers Indemnity Company
- 2-AMENDMENT #2: 10/28/68 MA-4522 resale of the SSs ROBERT FULTON, CHARLES A. WARFIELD, PIERRE SOULE and DWIGHT W. MORROW; Performance Bond, in the amount of \$200,000, executed by The Travelers Indemnity Company (by Horton)

HORTON INDUSTRIES, INC.

HORTON INDUSTRIES

- 1-CONTRACT: 3/28/72 MA-6638 sale of the SS MASS MAR, bill of sale, performance bond for \$50,000, executed by Fidelity and Deposit Company of Maryland

- 1-CONTRACT: 3-3-61 - MA-2604 (Form of Bid and Acceptance) for sale of SS JOSEPH GALE
(ON 242559)
- 2-AMENDMENT No. 1: 6-27-61 to MA-2604
- 3-BILL OF SALE: 6-22-61
- 4-PERFORMANCE BOND: 3-21-61 - \$50,000.00 - Travelers Indemnity Co., surety - Rider: 6-14-61
to Bond - attached
- 5-CONTRACT: 4-9-62 - MA-3061 (Form of Bid and Acceptance) for sale of SS ANDREW HAMILTON and
SS HENRY WILSON - Performance Bonds (2) dated 4-26-62 - \$50,000.00 each - Bill of Sale
and Certificate of Registry - Consolidated Cert. of Enrollment and License (photo)
attached. Also Bond: 4-24-62 - \$50,000.00 - Liberty Mutual Insurance Company, surety-
(Commercial Metals Co., & Horton Industries, Inc.) - Also Amendment No. 1: 5-10-62
to MA-3061
- 6-CONTRACT: 12/10/64 MA-3774 Purchase of the SS CALVIN COOLIDGE for scrap; Bill of Sale;
Performance Bond in the amount of \$50,000, issued by The Travelers Indemnity
Company
- 7-CONTRACT: 2/15/65 MA-3821 Sale of the SS JOHN B. HOOD for dismantling; Bill of Sale;
Performance Bond in the amount of \$50,000, issued by The Travelers Indemnity
Company.
- 8-CONTRACT: 4/16/65 MA-3865 sale of the SSs CROSBY S. NOYES and LILLIAN NORDICA for
dismantling the hulls, Bills of Sale; The Travelers Indemnity Company Performance
Bond, in the amount of \$50,000.
- 9-CONTRACT: 10/7/65 MA-3979 Sale of the SSs AMBROSE E. BURNSIDE and THOMAS C. POWER for
non transportation, Bills of Sale; Performance Bond, in the amount of \$100,000,
issued by The Travelers Indemnity Company.

67A-1722 Box 6

HORTON INDUSTRIES, INC.

ACTIVE

- 1-CONTRACT: 2/2/66 MA-4045 Sale of SSs GEORGE CROCKER and JAMES MILLER for scrap;
Bills of Sale; Performance Bond, in the amount of \$100,000, issued by The
Travelers Indemnity Company
- 2-CONTRACT: 4/29/66 MA-4122 Sale of the SSs ABLE PARKER UPCHUR and ARCHIBALD R. BANSFIELD
for scrap; Bills of Sale; Performance Bond, in the amount of \$100,000, issued
by The Travelers Indemnity Company
- 3-CONTRACT: 9/13/66 MA-4188 Sale of SSs FILLMORE (APA-83) and OSTARA (AKA-33) for scrap;
Bills of Sale, performancebond, in the amount of \$100,000, issued by The
Travelers Indemnity Company
- 4-CONTRACT: 3/24/67 MA-4275 Sale of the SSs THEODORE ROOSEVELT and WILLIAM R. COX for
scrap; Bills of Sale; Performance Bond, in the amount of \$100,000, issued
by The Travelers Indemnity Company.
- 5-CONTRACT: 9/15/67 MA-4385 sale of the SSs FRANK SPRINGER and SYLVESTER PATTIE for scrap;
Bills of Sale; Performance Bond, in the amount of \$100,000, executed by The
Travelers Indemnity Company.
- 6-CONTRACT: 2/16/68 MA-4494 Sale of the SS CAPE ISABEL FOR nontransportation: Bill of Sale;
Performance Bond, in the amount of \$50,000, executed by The Travelers, Indemnity
Company.

1-CONTRACT: 9-3-70 MA-6081 sale of the SS REBECCA LUKENS, Bill of Sale, Performance Bond for \$50,000, executed by The Travelers Indemnity Company

HORTON IRON & Metal Company

active

1-CONTRACT: 7-7-64 MA-3669 Sale of SSs BERNARD N. BAKER and JARED INGERSOLL for dismantling the hulls; Performance Bond in the amount of \$100,000.00 executed by The Travelers Indemnity Company; Bills of Sale. R

2-CONTRACT: 7/16/65 MA-3937 Purchase of a Crane on Sl-MA-65-5 Disposal Order D1-MA66-2

3

DATE: 10/25/2011

[illegible]

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
MARITIME ADMINISTRATION
WASHINGTON, D. C. 20235

TO : Division of Credits and Collections
Attention: Chief, Securities and
Cash Receipts Branch

DATE: August 13, 1964
SD:528(B)

FROM : Chief, Ship Sales and Disposal Branch

SUBJECT: PD-X-670 - Sale of Ships for Dismantling

In connection with the subject transactions, we enclose for your safe-keeping the following documents:

1. Horton Iron and Metal Company

- a. Counterpart I of Contract MA-3669, dated July 7, 1964, covering the sale of the SSs BERNARD N. BAKER and JARED INGERSOLL.
- b. One counterpart of each Bill of Sale.
- c. Performance Bond executed by The Travelers Indemnity Company, Hartford, Connecticut, as surety, in the penal sum of \$100,000 to secure the terms of Contract MA-3669.

2. National Metal & Steel Corp.

- a. Counterpart I of Contract MA-3666, dated July 7, 1964, covering the sale of the SS ASCELLA.
- b. One Counterpart of Bill of Sale.
- c. Performance Bond executed by Messrs. Morris and John D. Schapiro, 313 E. Baltimore St., Baltimore, Maryland, as personal Sureties, in the penal sum of \$50,000 to secure the terms of Contract MA-3666.

3. Northern Metal Co.

- a. Counterpart I of Contract MA-3667, dated July 7, 1964, covering the sale of the SS JOEL PALMER.
- b. One Counterpart of Bill of Sale.
- c. Certified check No. 16388 in the amount of \$50,000 was submitted on July 10, 1964, as this buyer's guaranty of performance and same has been deposited to Suspense Account.

h. Pinto Island Metals Company.

- a. Counterpart I of Contract MA-3668, dated July 7, 1964, covering the sale of the SS JULIA P. SHAW.
- b. One counterpart of Bill of Sale
- c. Performance Bond No. 141383 in three counterparts executed by Royal Indemnity Company, 150 William Street, New York, New York, as Surety in the penal sum of \$50,000 to secure the terms of Contract MA-3668.


M. C. Doty

Enclosures

cc:
323 - Div. File
323

3. DEPARTMENT OF COMMERCE
MARITIME ADMINISTRATION

FORM OF BID
(Submit in Triplicate)

Wilmington, North Carolina

Secretary, Maritime Administration
U. S. Department of Commerce
General Accounting Office Bldg., Room 3041
Washington, D. C. 20235

P. O. Box 1285

June 29, 1964

(Date)

In response to your Invitation for Bids No. PD-X-670, dated June 11, 1964, information and instructions to Bidders, and the following Addenda (if any) issued pursuant to said Invitation:

(1) Addendum No. _____ Dated: _____
(2) Addendum No. _____ Dated: _____

all of which by this reference are incorporated herein and made a part hereof, and subject to all the terms and conditions thereof, the undersigned hereby offers to purchase the following vessel(s) for the following amount(s):

<u>VESSEL</u>	<u>AMOUNT</u>	<u>VESSEL</u>	<u>AMOUNT</u>
Wilmington, N.C., Reserve Fleet		Mobile, Ala., Reserve Fleet	
SS JOEL PALMER \$	413.00	SS JULIA P. SHAW \$	
SS BERNARD N. BAKER \$	446.00		
SS JARED INGERSOLL \$	446.00	San Juan Bay, Calif., Reserve Fleet	
		SS LUNA \$	
		SS ASCELLA \$	

NOTE: If bids are submitted on more than one vessel, the bidder must indicate the type of award it is willing to accept by placing an "X" or the appropriate number, as the case may be, in the proper space below. In the absence of any indication, it will be assumed that the bidder is willing to accept an award of all or any of the vessels. See Section 1 of the Invitation.

(a) All only ()

(b) All or any ☒

(c) Any but not more than

(d) Any but not less than.

(e) Any but not more than

... not less than

NOTE. If the aggregate amount of this bid exceeds \$25,000 the bidder must complete the following statements by checking the appropriate box.

The undersigned bidder represents: (a) that he ☐ has, ☒ has not, employed or retained any company or person other than a full-time bona fide employee working solely for the bidder) to solicit or secure this contract; and (b) that he has, ☐ has not, ☒ paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating thereto as requested by the Department of Commerce, Maritime Administration. (Note: For interpretation of the representation, including the term "bona fide employee," see General Services Administration Regulations, Title 41, Sec. 150.7 and 150.5 (d) Fed. Reg. Dec. 31, 1952, Vol. 17, No. 253).

In accordance with the terms of the subject invitation, there is enclosed the Certification of Nationality of the undersigned bidder, together with the required bid guaranty consisting of:

Bid Bond in the amount of \$35,000.00

NOTE: If the bidder is a partnership, the bid should be accompanied by a statement listing the partners composing the partnership and a Certification of Nationality for each partner.

HORTON IRON & METAL COMPANY

(1) HORTON INDUSTRIES, INC.

(Name of Bidder)

By: [Signature] President
(Signature and Title)

(2) In the presence of:

(Name)

(Address)

(3) Attest:
(Affix Corporate Seal)

[Signature] Treasurer
(Name and Title)

- (1) For use by individual bidder or by official authorized to sign on behalf of partnership or corporation.
(2) For use by witness in case bidder is an individual or partnership.
(3) For use by attesting official in case bidder is a corporation.

FORM OF ACCEPTANCE

Date July 7, 1964

The United States of America, represented by the United States Department of Commerce, Maritime Administration, hereby accepts the above bid with respect to the vessel(s):

SS BERNARD N. BAKER \$46,600.00

SS JARED INGERSOLL \$46,600.00

This agreement shall be known and identified as Contract No. MA-3669

APPROVED AS TO FORM:

for O. Notarianni
Assistant General Counsel
Division of Construction Contracts

UNITED STATES OF AMERICA
By: DEPARTMENT OF COMMERCE
MARITIME ADMINISTRATION

By: [Signature]
Chief, Division of Purchase and Sales

Dated June 11, 1964

THE
UNITED STATES OF AMERICA
represented by
DEPARTMENT OF COMMERCE
MARITIME ADMINISTRATION

hereby invites sealed bids from United States citizens for the purchase of the ships described on the attached list, designated Schedule "A" and by this reference made a part hereof, upon the following condition:

The Buyer shall, within twenty-four (24) months after the date of delivery, dismantle the hulls of the ships, within the United States of America, unless the ships are lost at sea or otherwise destroyed,

upon the terms and conditions hereinafter set forth in "INFORMATION AND INSTRUCTIONS TO BIDDERS."

INFORMATION AND INSTRUCTIONS TO BIDDERS

I. Definitions. As used throughout this Invitation for Bids, the following terms shall have the meaning set forth below:

(A) The term "Administration" means the United States of America, represented by the Department of Commerce, Maritime Administration.

(B) The term "Contracting Officer" means that official of the Office of Property and Supply of the Administration who has been authorized to take or direct actions under the Invitation and/or Sales Contract in the name of the Administration.

(C) The term "Buyer" means the successful bidder for the purchase of all or any of the ships.

(D) The term "hull" means the framework of a ship including the keels, together with all decks, deckhouses, tanks, the inside and outside plating and all steel bulkheads, but exclusive of masts, yards, rigging, machinery, outfit and equipment.

(E) The term "dismantle" means to demolish, dismember, destroy or scrap the hull, including the removal from the ship of the transverse frames, bulkhead stiffeners, deck beams, vertical keels and longitudinals, in such a manner that the hull or assembled or fabricated parts thereof (excluding individually cut plate or structurals) cannot be used as; or in the construction, conversion, reconversion, rebuilding or repair of; a vessel as a "vessel" is so defined in Section 1 of the Shipping Act, 1916, as amended.

(F) The term "individually cut plate" means individual plates not joined to other plates by welding or riveting, with stiffeners, beams and frames attached but not protruding more than twelve (12) inches therefrom.

(G) The term "ships" means the ships listed herein, or one or more of such ships as may be purchased by a Buyer.

(H) The term "days" means calendar days.

II. Bids Considered. (A) Bids may be submitted on any or all of the ships. If bids are submitted on more than one ship, the bidder must indicate the type of award it is willing to accept by placing an "X" or the appropriate number, as the case may be, in the proper space on the Form of Bid. In the absence of any indication, it will be assumed that the bidder is willing to accept an award of all or any of the ships on which bids are submitted. If bids are submitted on more than one ship and the bidder does not limit the award to "All Only", no condition shall be imposed which deprives the Contracting Officer of the choice of the ships to be awarded in case of an award to the bidder of any one or more of the ships.

(B) Bidding will be limited to United States citizens. To entitle a bid to consideration, it must be accompanied by a certification setting forth the nationality of the bidder. (Attached hereto are suggested forms of "Certification of Nationality"). To the extent required by the Contracting Officer, other statements and evidence relative to the citizenship of the bidder shall be furnished. No corporation, partnership, or association shall be deemed to be a United States citizen for the purpose of its bid, unless it shall meet the requirements of Section 2 of the Shipping Act, 1916, as amended.

III. Location, Description, and Inspection of Ships. The ships are located and described as indicated on the aforesaid Schedule "A". Any description or other information furnished herein or otherwise concerning the ships is solely for the general information of bidders and its accuracy is not warranted. The ships may be inspected upon application to the party or parties named in the aforesaid Schedule "A". All inspections shall be at the risk of the prospective bidders, and without liability to the United States or any department, agency, instrumentality, officer, agent, or employee thereof. Prospective bidders are cautioned to inspect the ships. Failure to inspect the ships or otherwise acquire full information as to their identity, physical condition, the risks and difficulties incident to the handling and movement of the ships after delivery, or otherwise, will give a bidder no right to withdraw any bid, no right to the return of any bid guaranty after the time fixed for the receipt of bids, or no right to rescind or to make any claims under any contract resulting from the acceptance of a bid.

IV. Form of Bid. Bids shall be submitted in triplicate in the form designated "Form of Bid," attached hereto. Erasures or other changes in the bid shall be explained or noted over the signature of the bidder. Each bid shall be complete and shall be duly executed in the name of the bidder by its proper officers or other persons authorized to execute and deliver the bid. The receipt of each and every addendum or amendment to this Invitation shall be acknowledged by appropriate notations in the spaces provided therefor in the Form of Bid. When requested by the Contracting Officer, satisfactory evidence of the authority of the officer signing on behalf of the bidder shall be furnished promptly. The Contracting Officer will not, after the time set for the receipt of bids, accept, either directly or indirectly, from bidders or from any person or persons acting for them, any communication or explanation, either oral or in writing, to explain or modify their bids in any way whatsoever, unless such communication or explanation is called for by the Contracting Officer.

V. Bid Guaranty. No bid for any ship will be considered unless it is accompanied by a guaranty satisfactory to the Contracting Officer in a sum equal to twenty-five (25) per cent of the amount of such bid to insure compliance with the terms of the bid. Bidders who submit bids on more than one ship and who do not elect to furnish a guaranty bond, as provided below, should submit separate deposits in the amount required on each. However, if bids are submitted on more than one ship, with a statement that only a limited number will be accepted, the deposit need not exceed twenty-five (25) per cent of the largest bids submitted within such limited number. If the Buyer fails either to make full

payment of the purchase price or to furnish the required performance bond, within the time specified therefor, the Buyer shall pay to the Contracting Officer, as liquidated damages and not as a penalty, an amount equal to the full amount of the guaranty applicable to the ships with respect to which the Buyer is so in default. A bidder may, at its option, furnish as such guaranty either a guaranty bond in form and with surety or sureties satisfactory to the Administration or a certified or cashier's check. In the case of a guaranty in the form of a guaranty bond, the bond shall contain the following condition: "NOW THEREFORE, if the Principal shall comply with all the terms and conditions of said bid, or in the event of failure to comply with all the terms and conditions of said bid, if the Principal shall pay to the Government an amount equal to the liquidated damages specified in the Invitation for Bids pursuant to which said bid was submitted, then the above obligation shall be null and void, otherwise to be and remain in full force and effect." In case of a guaranty in the form of a certified or cashier's check, it shall be made payable to the "MARITIME ADM-COMMERCE". The bid guaranty of unsuccessful bidders will be returned as soon as practicable after the Contracting Officer's action on the bids received.

VI. Identification and Opening of Bids. (A) Each bid shall be enclosed in a sealed envelope and marked:

"Bid for the Purchase of the Ship(s) _____
pursuant to:

(1) Invitation for Bids No. PD-X-(Bidder: Insert Number and Date)

(2) Addendum No. _____ dated _____"

(Listing the Invitation and any addenda by number and date)

and this envelope enclosed in another, marked "Bid Enclosed", and addressed to Secretary, Code 115, Maritime Administration, Washington, D. C. 20235. Bids will be received, publicly opened and read, at the times and places specified in the attached Schedule "A".

(B) The Secretary or his representative, the officer who will open the bids, will decide when the time for the receipt of bids has arrived, and no bid received thereafter will be considered, except that, when a bid or modification thereof arrives by certified or registered mail after the time fixed for the receipt of bids but before award is made and it is shown to the satisfaction of the Contracting Officer that the nonarrival on time was due solely to delay in the mails for which the bidder was not responsible, such bid may be received and considered. Telegraphic bids will not be considered, but modifications by telegraph of bids already submitted will be considered if received prior to the time fixed for the receipt of bids. No responsibility shall attach to a bid not properly addressed and identified.

VII. Withdrawal of Bids. A bid may be withdrawn on written or telegraphic request to the Secretary from the bidder prior to the time fixed for the receipt of bids but not thereafter. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after the time fixed for the receipt of bids.

VIII. Award and Rejection of Bids. The Contracting Officer reserves the right to reject any and all bids, call for new bids, waive any informality in any bid and make such award or awards as it may deem most advantageous, or will best serve the purposes and policy of the Merchant Marine Act, 1936, as amended, or other applicable law. Bids considered insufficient as to amounts offered, or otherwise, will be rejected.

IX. Terms of Sale. (A) Warranties. Each ship is offered for sale "as is, where is," exclusive of leased or licensed equipment, lead and other metallic ballast covered by Section IX(F) hereof, if any, on board, and also exclusive of Government property covered by Section IX (G) hereof, but without warranty, guaranty, or representation as to seaworthiness, condition, description, tonnage, or otherwise. However, the bill of sale conveying title to the Buyer will fully warrant title and freedom from all liens.

(B) Responsibility for Ships. The Buyer of each ship shall assume all the risks of ownership thereof from the time the Buyer receives notice of acceptance of its bid, and the Administration shall not thereafter be liable for any loss thereof or damage thereto either in whole or in part, nor will the Buyer be excused from performance or the purchase price be reduced by reason thereof.

(C) Payment of Purchase Price. The Buyer of each ship shall pay the full purchase price thereof in cash or by certified or cashier's check made payable to "MARITIME ADM-COMMERCE" on or before delivery thereof to the Buyer but in no event later than twenty (20) days from the date the Buyer receives notice of acceptance of its bid. In the absence of default by the Buyer in making payment of the full purchase price and furnishing the required performance bond, the bid guaranty of the Buyer, except in the case of a guaranty bond, shall be applied in partial payment of the purchase price.

(D) Delivery of Ships. (1) With the exception of the ships located in the Wilmington Reserve Fleet, the Administration will, without cost or expense to the Buyer, but at the risk of the Buyer, make each ship available at its present location for delivery to the Buyer within five (5) days after receipt of written request therefor from the Buyer, provided, however, that the Administration shall not be liable for delay in making any ship available due to conditions beyond its control or conditions which by the exercise of reasonable diligence it was unable to prevent.

With respect to delivery of ships at the Wilmington Reserve Fleet, the Buyer shall accept delivery of such ships at their moored location. It shall be the responsibility of the Buyer, at its own risk and expense and with its own labor and equipment, to unmoor and remove each ship purchased from the Reserve Fleet site under the supervision and instructions of the Fleet Superintendent. This responsibility shall include the casting off of mooring lines, stowage of those lines belonging to the adjacent ship, and removal of the ship purchased. In order to simplify unmooring, Reserve Fleet personnel will free the purchased ship from the mooring spider by burning one or more links of the anchor cable at the windlass or other mutually agreeable location in which case the Buyer will acknowledge abandonment of that portion of the chain attached to the mooring spider. Any mooring fenders attached to or secured to each ship delivered shall become the property of the Buyer and must be removed simultaneously with the ship.

Each ship, inclusive of the ships located in the Wilmington Reserve Fleet, will be delivered to the Buyer and the Buyer must accept such delivery within twenty (20) days from the date the Buyer receives notice of acceptance of its bid; provided, however, that in the event the Buyer is delayed in accepting delivery beyond the time specified therefor and the Contracting Officer is satisfied that such delay has been caused by conditions beyond the control of the Buyer, or if the Contracting Officer is satisfied that such delay has been caused by conditions which by the exercise of reasonable diligence the Buyer was unable to prevent, then the Contracting Officer shall grant the Buyer a written extension of time for accepting delivery for such period as in the judgement of the Contracting Officer shall be just, reasonable, and proper. The decision of the Contracting Officer as to the existence of the cause or causes of such delay, and also as to the extension of time which shall be granted, shall be final and conclusive upon the Buyer. Application for extension of time shall be filed in writing with the Contracting Officer within five (5) days from the time delivery is otherwise required to be accepted, unless the Contracting Officer shall extend the time in writing for the filing of such application.

(2) If the Buyer fails or refuses to accept delivery within the time specified therefor, or any extension thereof, the actual damages to the Administration for the delay will be difficult of ascertainment, and in lieu

thereof the Buyer shall pay to the Administration, as liquidated damages and not as a penalty, the sum of Fifteen Dollars (\$15.00) per day, or fraction thereof, of delay per ship, and the Buyer and its Surety shall be liable for the amount thereof, provided, however, that in the event of such default or failure of the Buyer in accepting delivery, the Administration shall also have the right, upon giving ten (10) days written notice to the Buyer, (a) to store each ship elsewhere for the account and at the risk and expense of the Buyer, or (b) to rescind the sale, or (c) to resell each ship for the account of the Buyer upon such terms and conditions as it may deem proper, charging against the Buyer and its Surety in any of said cases (a), or (b), or (c) any excess cost occasioned the Administration thereby, together with any liquidated damages accrued on account of such default or failure. The exercise by the Contracting Officer of one or more of the rights herein specified will not preclude the Contracting Officer from exercising any other rights it may have against the Buyer.

(3) The Buyer of each ship and its Surety shall be liable for any physical damage to the United States Government's property, and expenses incidental thereto, caused by and occurring during any part of the removal operations of the Buyer. The Buyer shall repair the damage, or have the damage repaired to the satisfaction of the Contracting Officer; or, the Buyer shall pay to the Contracting Officer an amount of money sufficient to cover the entire costs of the damage and all expense incident thereto, as determined by the Contracting Officer. The Contracting Officer shall have the sole and exclusive right to determine whether it will allow the Buyer to repair the damage or pay the Contracting Officer for such repairs as aforesaid.

(E) Dismantling of Hulls of Ships. (1) The sale of the ships shall be subject to the following conditions which form a substantial part of the consideration for the sale of the ships:

- (a) The Buyer shall, within twenty-four (24) months after the date of delivery, dismantle the hulls of the ships, within the United States of America, as "dismantle" is defined in Section I, unless the ships are lost at sea or otherwise destroyed.
- (b) The Buyer shall not at any time operate the ships, or cause or permit same to be operated, except for the purpose of moving them from their present locations to the plants or yards at which the hulls are to be dismantled and shall not carry on the ships, or cause or permit to be carried on same, any cargo or passengers for its own account or for the account of others, or use the ships, or cause or permit same to be used for any commercial purpose whatsoever, while transporting or moving the same as aforesaid, or at any other time;
- (c) Neither the ships, nor any parts thereof, shall be permitted to become a menace or obstruction to navigation either while being moved or while the hulls thereof are being dismantled as aforesaid, and in the event that the ships, or any parts thereof, shall at any time become a menace or obstruction to navigation, the Buyer shall, at its own cost and expense, remove the same forthwith, and upon its failure so to do the Contracting Officer may, through any agent or agencies it may designate, remove said menace or obstruction at the cost and expense of the Buyer and/or its Surety, but no obligation shall be imposed upon the Administration to remove same.

(2) In the event the Buyer is delayed in dismantling the hulls of the ships, in the manner aforesaid, and the Contracting Officer is satisfied that such delay has been caused by conditions beyond the control of the Buyer, or if the Contracting Officer is satisfied that such delay has been caused by conditions which by the exercise of reasonable diligence the Buyer was unable to prevent, then the Contracting Officer shall, by consent in writing, extend the time for dismantling same for such period as in the judgement of the Contracting Officer shall be just, reasonable and proper. The decision of the

Contracting Officer as to the existence of the cause or causes of such delay, and also as to the extension of time which shall be allowed, shall be final and conclusive upon the Buyer. Applications for extension of time shall be filed in writing with the Contracting Officer not later than sixty (60) days after the happening of the event causing the delay, unless the Contracting Officer shall extend the time in writing for the filing of such application.

(3) The obligations to be performed by the Buyer under the provisions of this Section IX (E) and in the manner set forth are primary considerations for the sale of the ships, and time is of the essence in the performance of such obligations. The failure of the Buyer to perform any such obligations in the manner set forth and within the time specified therefor, or any extension thereof, will cause the Administration substantial damage, and the amount of such damage will be difficult of ascertainment. In order to protect itself against indefiniteness and uncertainty of liability, the Buyer agrees:

- (a) In the event the Buyer shall at any time operate or use the ships, or cause or permit same to be operated or used, except as herein provided, the Buyer shall pay to the Contracting Officer, as liquidated damages and not as a penalty, in addition to any other sum or sums payable hereunder, the sum of Five Hundred Dollars (\$500.00) for each ship, for each day such ship is in operation or use, except as herein provided;
- (b) In the event the Buyer shall fail, neglect, or refuse to dismantle the hulls of the ships in the manner herein provided and within the time herein specified, or any extension thereof, the Buyer shall pay to the Contracting Officer, as liquidated damages and not as a penalty, in addition to any other sum or sums payable hereunder, the sum of One Hundred Dollars (\$100.00) for each ship, for each day the Buyer shall so be in default as to such ship, for a maximum of one hundred eighty (180) days;
- (c) In the event the Buyer shall fail, neglect, or refuse to dismantle the hulls of the ships in the manner herein provided and within the period of one hundred eighty (180) days specified in subsection (3) (b) above, then there shall be a total default, whereupon the Buyer shall pay to the Contracting Officer, as liquidated damages and not as a penalty, in addition to any other sum or sums payable hereunder, a lump sum amount of Twenty-five Thousand Dollars (\$25,000.00) for each ship, which is not completely dismantled in the manner herein provided; and
- (d) In the event the Buyer shall dismantle the hulls of the ships outside the United States of America, the Buyer shall pay to the Contracting Officer, as liquidated damages and not as a penalty, in addition to any other sum or sums payable hereunder, the sum of Fifty Thousand Dollars (\$50,000.00) for each ship whose hull is dismantled outside the United States of America.

The payment of liquidated damages as herein provided, however, shall not prevent the Contracting Officer from terminating this contract as hereinafter provided. Neither shall such payment entitle the Buyer to operate or use the ships, or to cause or permit same to be operated or used, except as herein provided, nor be a waiver of any of the obligations or agreements to be performed by the Buyer hereunder.

(4) In the event that:

- (a) The Buyer shall operate the ships, or cause or permit same to be operated, other than as hereinabove provided; or
- (b) The Buyer shall carry on the ships, or cause or permit to be carried on same, any cargo or passengers for its own account or for the account of others, or use the ships, or cause or permit same to be used, for any commercial purpose whatsoever; or
- (c) The Buyer shall cause or permit the ships, or any parts thereof, to become a menace or obstruction to navigation and not removed as aforesaid; or
- (d) The Buyer shall fail, neglect or refuse to dismantle the hulls of the ships in the manner herein provided, and within the time hereinabove specified; or
- (e) The Buyer shall dismantle the hulls of the ships outside the United States of America; or
- (f) The Buyer shall fail to pay liquidated damages as herein provided;

then, and upon the occurrence of any one or more of such events, the Contracting Officer may terminate this contract as to further performance by written notice to be served upon the Buyer either personally or by leaving said notice at the Buyer's principal office with the officer or agent in charge thereof, or by service upon the Master, if any, aboard any of the ships, and thereupon the Buyer shall cease to have any interest in the ships, or any parts thereof, not dismantled as herein provided, and shall cease to have any benefits from the further continuation of this contract. The Buyer agrees that such termination shall not release the Buyer and/or its Surety from the payment of liquidated damages, but that the Buyer and its Surety shall be liable to pay the liquidated damages that are due and payable, as herein provided, from the Buyer to the Contracting Officer at the time of service of the said written notice.

In the event this contract is terminated as to further performance, as above provided, the Buyer agrees that it will forthwith upon receipt of directions from the Contracting Officer surrender to the Contracting Officer the actual possession of the ships, or any parts thereof, not dismantled as herein provided, and deliver to the Contracting Officer a properly executed bill of sale for each such ship conveying the ship, or any parts thereof, not dismantled as herein provided, to the Administration with full warranty of title and freedom from all liens.

(F) Ballast. All lead and other metallic ballast of any kind (including metals capped or floored with concrete or readily separable therefrom but excluding metals intermixed with concrete) contained on the ships shall remain the property of the Administration and be removed from the ships purchased by the Buyer at the Buyer's own risk and expense. Upon such removal, the Buyer agrees to forthwith determine and certify to the Contracting Officer the amount and kind of all such ballast and, as determined by the Contracting Officer, to purchase same from the Contracting Officer at the prevailing market value thereof or to deliver same to the Government at a location on the scrapping site suitable for commercial loading and agreeable to the Contracting Officer. If no such ballast is on board, the Buyer shall furnish the Contracting Officer with a certificate to that effect.

In order to enable the Administration's representative or representatives to be present at the time of removal of any ballast covered by this Section IX (F), the Buyer shall give the Administration not less than forty-eight (48) hours advance notice of the removal of any such ballast. Such advance notice shall be directed to the Maritime Administration's District Office having jurisdiction over the area in which the ballast will be removed. Listed below are the appropriate addresses of the three respective District Offices:

Atlantic Coast Director - Attention: Chief, Atlantic Coast Branch
Division of Ship Repair and Maintenance
45 Broadway, New York, New York 10006

Gulf Coast Director - Attention: Chief, Gulf Coast Branch
Division of Ship Repair and Maintenance
P. O. Box 52948, New Orleans, Louisiana 70150.

Pacific Coast Director - Attention: Chief, Pacific Coast Branch
Division of Ship Repair and Maintenance
180 New Montgomery Street, San Francisco, California 94105

(G) Items Excluded from Sale. All rectifiers, rheostats, junction boxes, switches, and electric cable used in the Fleet's cathodic protective systems, and demountable crosswalks, if any, on board the ships, shall remain the property of the Administration. All such property will be removed from the ships by the Administration prior to delivery of any ship to a Buyer.

(H) Inspection. The Buyer shall permit the Administration or representatives thereof to inspect the ships purchased by it and the Buyer's operations in connection therewith at all reasonable times upon request, for such purpose as the Administration or representatives thereof may deem necessary or appropriate in order to determine or verify compliance by the Buyer with all applicable terms and conditions hereof.

(I) Performance Bond. The Buyer shall furnish to the Contracting Officer on or before delivery of the ships purchased by it, but in no event later than twenty (20) days from the date the Buyer receives notice of acceptance of its bid, its bond in a sum equal to Fifty Thousand Dollars (\$50,000.00) for each ship purchased, in form and with Surety or Sureties satisfactory to and approved by the Contracting Officer, conditioned upon the faithful performance and observance of all the agreements, covenants, and conditions to be performed and observed by the Buyer hereunder. The Contracting Officer will, at the end of each six (6) months or longer period, consent to a reduction in the amount of said bond for each ship dismantled as herein required, within said period, on the basis of Fifty Thousand Dollars (\$50,000.00) per ship provided the Buyer shall not be in default in the performance and observance of any of the agreements, covenants and conditions to be performed and observed by the Buyer hereunder.

(J) Sale or Assignment. The Buyer shall neither sell nor assign any of its rights or obligations hereunder, nor resell any of the ships purchased by it, without the prior written consent of the Contracting Officer.

(K) Successors and Assigns. All the covenants, stipulations, and agreements herein contained are and shall be binding upon the respective heirs, administrators, executors, successors and assigns, if any, of the Buyer and of the Administration.

(L) Beneficiaries. No Member of or Delegate to Congress nor Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, except as provided in Sec. 116 of the Act approved March 4, 1909 (35 Stat. 1109). No Member of or Delegate to Congress nor Resident Commissioner shall be employed by the Buyer either with or without compensation, as an attorney, agent, officer or director (Sec. 805(e), Merchant Marine Act 1936).

(M) Contingent Fees. The Buyer warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the Buyer for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or in its discretion to require the Buyer to pay, in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

By: UNITED STATES OF AMERICA
DEPARTMENT OF COMMERCE
MARITIME ADMINISTRATION

By: J. G. Conkey, Chief
Division of Purchase and Sales

USCOMM-MA-DC

SCHEDULE "A"

(Invitation for Bids No. PD-X-670)

NOTE: The ships will not be available for inspection on Saturdays, Sundays or Legal Holidays.

NOTE: Bids will be received until 2:15 p.m., Eastern Daylight Saving Time, July 2, 1964, by the Secretary, Maritime Administration. Bids will be publicly opened and read at 2:30 p.m., Eastern Daylight Saving Time, on said date at the offices of the Maritime Administration, Room 4535, General Accounting Office Building, Washington, D. C.

The ships listed in this Schedule are Liberty ships, Basic Design EC2-S-C1, and have the following general design characteristics:

Dimensions: 417'8" x 56'10" x 37'4", Draft 27'8" (approx.)
 Tonnages : Gross 7176, Net 4380, DWT 10,800, LWT 3385 (approx.)
 Propulsion: 3 Cyl. Triple Expansion - I.H.P. 2500

EAST COASTWilmington, North Carolina, Reserve Fleet

<u>Ship</u>	<u>Official Number</u>	<u>Fuel Reported Aboard</u>
SS JOEL PALMER	243,591	503 bbls. oil
SS BERNARD N. BAKER	243,192	719 bbls. oil
SS JARED INCERSOLL	242,084	354 bbls. oil

For permission to inspect, apply to Mr. George E. Buelow, Acting Fleet Superintendent, Wilmington Reserve Fleet, Wilmington, North Carolina 28402 (Telephone: ROger 2-3823, Area Code 919).

GULF COASTMobile, Alabama, Reserve Fleet

SS JULIA P. SHAW	247,008	401 bbls. oil
------------------	---------	---------------

For permission to inspect, apply to Mr. Geo. S. Britt, Fleet Superintendent, Mobile Reserve Fleet, Bay Minette, Alabama 36507 (Telephone: Bay Minette 2071, Area Code 205).

WEST COASTSuisun Bay, California, Reserve Fleet

SS LUNA	243,909	906 bbls. oil
SS ASCELLA	242,930	1,105 bbls. oil

Notwithstanding the provisions of Section IX (G), the wooden demountable crosswalks, if any, aboard the SSs LUNA and ASCELLA will be included with the ships in the sale.

Excess equipment reportedly aboard the SS ASCELLA: 1 60 KW Turbo Generator in engine shop.

For permission to inspect, apply to Mr. George E. Phebus, Fleet Superintendent, Suisun Bay Reserve Fleet, P.O. Box 338, Benicia, California 94510, (Telephone: 745-0487, Area Code 415).

EACH BIDDER IS CAUTIONED AND URGED TO INSPECT THE SHIPS AND TO
RELY SOLELY ON HIS OWN INSPECTION FOR THE PREPARATION OF HIS BID.

Explanatory Notes:

(1) All items of machinery, equipment and material (except leased or licensed equipment, excluded metallic ballast and Government property covered by Sections IX (F) and (G) of the Invitation), consumable stores and fuel, if any, on board are included with the ships in the sale and the value thereof will be considered included in the price bid for the ships.

(2) Ballast which is excluded from the sale by Section IX (A) of the Invitation and which is subject to the provisions of Section IX (F) thereof, includes, but without limitation otherwise, all metallic items or material, regardless of kind, used as ballast on the ships.

WASHINGTON, D. C.

Chief, Ship Sales and Disposal Branch

January 26, 1965
SD:528(L)

Ship Sales Specialist (Sales)

Performance Bond covering the sale for dismantling of the
SSs JARED INGERSOLL and BERNARD N. BAKER - Contract MA-
3669, dated July 7, 1964 - PD-X-670.

Purpose:

To consider and recommend release of Principal and Surety from further liability under the subject performance bond.

Discussion:

Horton Iron & Metal Company, Inc., was awarded the SSs JARED INGERSOLL and BERNARD N. BAKER on July 7, 1964, for dismantling. The full purchase price of \$93,200.00, together with a performance bond in the amount of \$100,000.00 to secure performance under Contract MA-3669, was duly received.

The Buyer was eleven days late in taking delivery of the ships, however, due to conditions beyond his control the collection of liquidated damages was waived. Our Marine Surveyors who periodically visited the scrapping site report that both ships have been completely dismantled and that neither ship contained any metallic ballast.

Certifications relative to the dismantling of each ship have been submitted to indicate compliance with all the terms and conditions of sale. We are satisfied that all contractual obligations were fulfilled within the contract time, and, therefore, both Principal and Surety may be fully released under the subject performance bond.

Recommendation:

It is recommended that authorization be given to notify The Travelers Indemnity, Hartford, Connecticut, surety on the subject bond, that, based on certified evidence presented to us by the Principal, Horton Iron & Metal Company, Inc., all the obligations under Contract MA-3669, dated July 7, 1964, have been performed and, accordingly, both Principal and Surety may be considered released under the bond (Authority: Management Order No. 351.1 (Amended) and 353.4 (Amended), effective January 8, 1963).


C. B. Pfeiffer

No Legal Objection:

Approved:

Deputy General Counsel

Date

Chief, Ship Sales and Disposal Branch

Date

cc: 201, 451, 523 - Div. File, 528

CRLangley/lb

January 29, 1965

JD:528(L)

The Travelers Indemnity Company
Hartford, Connecticut

Horton Iron & Metal Company, Inc.
P. O. Box 1285
Wilmington, North Carolina

Gentlemen:

Subject: Performance Bond covering the sale for dismantling of the
SSs JAMES HIGGINS and BERNARD H. BAKER - Contract MA-
3669, dated July 7, 1964 - PD-X-670

You are advised that based upon certified evidence presented to us by
the Principal, Horton Iron & Metal Company, Inc., all the obligations
under Contract MA-3669, dated July 7, 1964, have been performed.

Accordingly, you may consider both The Travelers Indemnity Company
and Horton Iron & Metal Company, Inc., fully released under the
subject bond.

Sincerely yours,

M. G. Doty, Chief
Ship Sales and Disposal Branch
Division of Purchase and Sales

cc:
523 - Div. File
528
451

CR Langley:hac

1 187 348

JULY 7, 1964

PERFORMANCE BOND

(For agreements covering sale of vessels)

Principal(s) and Business Address of Each

HORTON IRON & METAL COMPANY OF WILMINGTON,
NORTH CAROLINA

No. of Vessels Purchased TWO

SS BERNARD N. BAKER
SS JARED INGERSOLL

Surety(ies) and Business Address of Each

THE TRAVELERS INDEMNITY COMPANY, A HARTFORD, CONNECTICUT
CORPORATION, AUTHORIZED TO DO BUSINESS IN THE STATE OF
NORTH CAROLINA

Contract No.

MA-3669

Department or Agency and Address to which Bond is to be submitted

U. S. DEPT. OF COMMERCE, MARITIME ADMINISTRATION
SHIP SALES & DISPOSAL BRANCH, DIVISION OF PURCHASE & SALES
WASHINGTON, D. C.

Date of Contract

JULY 7, 1964

Penal Sum of Bond (express in words and figures)

ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS

KNOW ALL MEN BY THESE PRESENTS: That we, the PRINCIPAL and SURETY, above named, are held and firmly bound unto the UNITED STATES OF AMERICA, represented by the DEPARTMENT OF COMMERCE, MARITIME ADMINISTRATION (hereinafter referred to as "Obligee"), in the penal sum of the amount stated above, lawful money of the United States, which sum shall be the maximum liability of the Surety hereunder, for the payment of which sum well and truly to be made the said Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Obligee entered into an agreement with the Principal, as stated above, subject to the terms and conditions referred to in said agreement, which agreement has been exhibited to and examined by the Surety and by this reference is made a part hereof to the same extent as though set out in full herein; and

WHEREAS, by the terms of said agreement, the Principal has agreed to furnish to the Obligee its bond in the aforementioned sum, with a Surety or Sureties satisfactory to and approved by the Obligee, conditioned as hereinafter set forth.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall well, truly, faithfully, and fully perform and observe all the undertakings, covenants, terms, conditions, obligations and stipulations contained in the aforesaid agreement during the original term and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said agreement that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation shall be void; otherwise to be and remain in full force and effect.

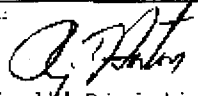
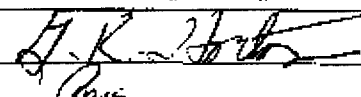
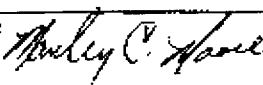
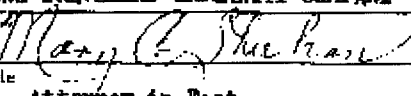
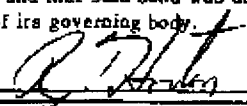
This bond is executed by the Principal and Surety and accepted by the Obligee under the following express agreements:

FIRST, the liability of the Surety shall not be terminated, reduced, modified, released nor affected by any act or omission of the Obligee, any modification or alteration of any agreement above referred to, any forbearance on the part of the Obligee, nor any representation or inducement of any kind whatsoever, made to the Surety, whether the same be true or not, nor by any other matter or thing, saving only the full and faithful performance of the condition of this bond by the Principal and/or the Surety.

SECOND, that each and every default on the part of the Principal in the performance of the aforesaid condition of this bond shall, at the option of the Obligee, give rise to an immediate cause of action which shall, at the option of the Obligee, be separate and distinct from the causes of action arising upon defaults thereafter occurring, and bringing suit upon one or more of such causes of action, shall not prejudice nor bar the bringing of separate suits upon other causes of action whether theretofore or thereafter arising.

THIRD, as between the Principal and the Surety, the Principal shall be primarily liable hereunder, but as between the Surety and the Obligee, the Surety shall be primarily liable on this bond; and, in the event of any default or failure on the part of the Principal in the performance of any of its obligations under the aforesaid agreement covered by this bond, and/or this bond, the Surety shall forthwith be liable therefor, and it shall not be necessary for the Obligee to bring suit against the Principal or to give any notice to the Surety, nor to take any other action before becoming entitled to bring suit against the Surety. The Surety hereby expressly waives notice from the Obligee of any default or failure whatsoever on the part of the Principal prior to the bringing of any suit against the Surety on this bond.

IN WITNESS WHEREOF, the above bounden parties have caused these presents to be executed under their several seals, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Attest:  State in which Principal is Incorporated NORTH CAROLINA	Corporate Principal HORTON IRON & METAL COMPANY By  Title Pres.	Affix Corporate Seal
In Presence of: <div style="display: flex; justify-content: space-between;"> WITNESS INDIVIDUAL, PRINCIPAL OR PRINCIPALS </div> <div style="display: flex; justify-content: space-between;"> 1. _____ as to _____ (Seal) </div> <div style="display: flex; justify-content: space-between;"> 2. _____ as to _____ (Seal) </div>		
Attest:  State in which Surety is Incorporated CONNECTICUT	Corporate Surety THE TRAVELERS INDEMNITY COMPANY By  Title Attorney-in-Fact	Affix Corporate Seal
In Presence of: <div style="display: flex; justify-content: space-between;"> WITNESS INDIVIDUALS AS SURETIES </div> <div style="display: flex; justify-content: space-between;"> 1. _____ as to _____ (Seal) </div> <div style="display: flex; justify-content: space-between;"> 2. _____ as to _____ (Seal) </div>		
The rate of premium on this bond is <u>10.00</u> per thousand. Total amount of premium charges, \$ <u>1,000.00</u> <i>(The above must be filled in by Corporate Surety)</i>		
CERTIFICATE AS TO CORPORATE PRINCIPAL		
I, <u>RALPH T. HORTON</u> , certify that I am the _____ secretary of the corporation named as Principal in the within bond; that <u>GILLIAM K. HORTON</u> , who signed the said bond on behalf of the principal, was then <u>PRESIDENT</u> of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body. <div style="text-align: right; margin-top: 10px;">  (Corporate) _____ (Seal) </div>		
Approvals - Maritime Administration <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;"> By <u>A. Notarianni</u> <u>8/10/64</u> (or) (General Counsel) (Date) </div> <div style="width: 45%; text-align: right;"> By <u>Richard Griffen</u> <u>7-24-64</u> (or) (Inspector) (Date) </div> </div>		
INSTRUCTIONS <ol style="list-style-type: none"> 1. The name, including full Christian name, and residence of each individual party to the bond shall be inserted in the body thereof, and each such party shall sign the bond with his usual signature on the line opposite the scroll seal, and if signed in Maine or New Hampshire, an adhesive seal shall be affixed opposite the signature. 2. If the principals are partners, their individual names shall appear in the body of the bond, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals. 3. The signature of a witness shall appear in the appropriate place, attesting the signature of each individual party to the bond. 4. If the principal or surety is a corporation, the name of the States in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name. 5. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached thereto. In lieu of such certificate there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies. 6. The date of the bond must not be prior to the date of the instrument for which it is given. 		

The Travelers Indemnity Company
Hartford, Connecticut

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That THE TRAVELERS INDEMNITY COMPANY, a corporation of the State of Connecticut, does hereby make, constitute and appoint

Mary C. Sheehan of Wilmington, North Carolina

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto, if a seal is required, bonds, undertakings, recognizances or other written obligations in the nature thereof, as follows:

Any and all bonds, undertakings, recognizances or other written obligations in the nature thereof not exceeding in amount Two Hundred Thousand Dollars (\$200,000) in any single instance

and to bind THE TRAVELERS INDEMNITY COMPANY thereby, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This appointment is made under and by authority of the following by-laws of the Company which by-laws are now in full force and effect:

ARTICLE IV, SECTION 10. The President, the Chairman of the Finance Committee, the Chairman of the Insurance Executive Committee, any Vice President, any Secretary or any Department Secretary may appoint attorneys-in-fact or agents with power and authority, as defined or limited in their respective powers of attorney, for and on behalf of the Company to execute and deliver, and affix the seal of the Company thereto, bonds, undertakings, recognizances or other written obligations in the nature thereof and any of said officers may remove any such attorney-in-fact or agent and revoke the power and authority given to him.

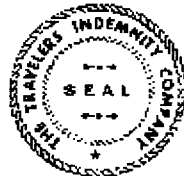
ARTICLE IV, SECTION 12. Any bond, undertaking, recognizance or written obligation in the nature thereof shall be valid and binding upon the Company when signed by the President, the Chairman of the Finance Committee, the Chairman of the Insurance Executive Committee, or any Vice President and duly attested and sealed, if a seal is required, by any Secretary or any Department Secretary or any Assistant Secretary, or when signed by the President, the Chairman of the Finance Committee, the Chairman of the Insurance Executive Committee, or any Vice President and countersigned and sealed, if a seal is required, by a duly authorized attorney-in-fact or agent; and any such bond, undertaking, recognizance or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority granted by him or their power or powers of attorney.

This power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Directors of THE TRAVELERS INDEMNITY COMPANY at a meeting duly called and held on the 30th day of November, 1959:

Whereas: That the signature of any officer authorized by the By-Laws and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of authority given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

This power of attorney revokes that dated August 2, 1960 on behalf of Mary C. Sheehan

IN WITNESS WHEREOF, THE TRAVELERS INDEMNITY COMPANY has caused these presents to be signed by its proper officer and its corporate seal to be hereunto affixed this 24th day of February 1964.



THE TRAVELERS INDEMNITY COMPANY

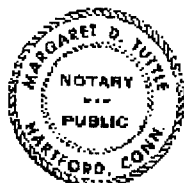
By

R. W. Kamman

Secretary, Fidelity and Surety

State of Connecticut, County of Hartford—ss:

On this 24th day of February in the year 1964 before me personally came R. W. Kamman to me known, who, being by me duly sworn, did depose and say: that he resides in the State of Connecticut; that he is Secretary (Fidelity and Surety) of THE TRAVELERS INDEMNITY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of his office under the by-laws of said corporation, and that he signed his name thereto by like authority.



Margaret D. Tuttle

Notary Public

My commission expires April 1, 1964

CERTIFICATION

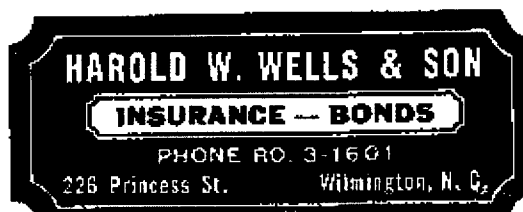
I, W. A. Person, Assistant Secretary (Fidelity and Surety) of THE TRAVELERS INDEMNITY COMPANY certify that the foregoing power of attorney, the above quoted Sections 10 and 12 of Article IV of the By-Laws and the Resolution of the Board of Directors of November 30, 1959 have not been modified or revoked and are now in full force and effect.

Signed and Sealed at Hartford, Connecticut, this 7 day of JULY 1964



Assistant Secretary, Fidelity and Surety

8 1300 (BACK)



1 187 348

Date Bond Executed
JULY 7, 1964**PERFORMANCE BOND**
(For agreements covering sale of vessels)

Principal(s) and Business Address of Each

**HORTON IRON & METAL COMPANY OF WILMINGTON,
NORTH CAROLINA**No. of Vessels Purchased **TWO****38 BERNARD W. BAKER
33 JARED INGERSOLL**

Surety(ies) and Business Address of Each

**THE TRAVELERS INDEMNITY COMPANY, A HARTFORD, CONNECTICUT
CORPORATION, AUTHORIZED TO DO BUSINESS IN THE STATE OF
NORTH CAROLINA**

Contract No.

MA-3669Department of Agency and Address to which Bond is to be submitted
**U. S. DEPT. OF COMMERCE, MARITIME ADMINISTRATION
SHIP SALES & DISPOSAL BRANCH, DIVISION OF PURCHASE & SALES
WASHINGTON, D. C.**

Date of Contract

JULY 7, 1964

Penal Sum of Bond (express in words and figures)

ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS

KNOW ALL MEN BY THESE PRESENTS: That we, the **PRINCIPAL** and **SURETY**, above named, are held and firmly bound unto the **UNITED STATES OF AMERICA**, represented by the **DEPARTMENT OF COMMERCE, MARITIME ADMINISTRATION** (hereinafter referred to as "Obligee"), in the penal sum of the amount stated above, lawful money of the United States, which sum shall be the maximum liability of the Surety hereunder, for the payment of which sum well and truly to be made the said Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Obligor entered into an agreement with the Principal, as stated above, subject to the terms and conditions referred to in said agreement, which agreement has been exhibited to and examined by the Surety and by this reference is made a part hereof to the same extent as though set out in full herein; and

WHEREAS, by the terms of said agreement, the Principal has agreed to furnish to the Obligor its bond in the aforementioned sum, with a Surety or Sureties satisfactory to and approved by the Obligor, conditioned as hereinafter set forth.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall well, truly, faithfully, and fully perform and observe all the undertakings, covenants, terms, conditions, obligations and stipulations contained in the aforesaid agreement during the original term and any extensions thereof that may be granted by the Obligor, with or without notice to the Surety, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said agreement that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation shall be void; otherwise to be and remain in full force and effect.

This bond is executed by the Principal and Surety and accepted by the Obligor under the following express agreements:

FIRST, the liability of the Surety shall not be terminated, reduced, modified, released nor affected by any act or omission of the Obligor, any modification or alteration of any agreement above referred to, any forbearance on the part of the Obligor, nor any representation or inducement of any kind whatsoever, made to the Surety, whether the same be true or not, nor by any other matter or thing, saving only the full and faithful performance of the condition of this bond by the Principal and/or the Surety.

SECOND, that each and every default on the part of the Principal in the performance of the aforesaid condition of this bond shall, at the option of the Obligor, give rise to an immediate cause of action which shall, at the option of the Obligor, be separate and distinct from the causes of action arising upon defaults thereafter occurring, and bringing suit upon one or more of such causes of action, shall not prejudice nor bar the bringing of separate suits upon other causes of action whether theretofore or thereafter arising.

THIRD, as between the Principal and the Surety, the Principal shall be primarily liable hereunder, but as between the Surety and the Obligor, the Surety shall be primarily liable on this bond; and, in the event of any default or failure on the part of the Principal in the performance of any of its obligations under the aforesaid agreement covered by this bond, and/or this bond, the Surety shall forthwith be liable therefor, and it shall not be necessary for the Obligor to bring suit against the Principal or to give any notice to the Surety, nor to take any other action before becoming entitled to bring suit against the Surety. The Surety hereby expressly waives notice from the Obligor of any default or failure whatsoever on the part of the Principal prior to the bringing of any suit against the Surety on this bond.

IN WITNESS WHEREOF, the above bounden parties have caused these presents to be executed under their several seals, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Attest: <i>R. T. Horton</i> State in which Principal is Incorporated NORTH CAROLINA	Corporate Principal HORTON IRON & METAL COMPANY By <i>J. K. Horton</i> Title <i>Pres</i>	Affix Corporate Seal
In Presence of: <div style="display: flex; justify-content: space-between;"> WITNESS INDIVIDUAL PRINCIPAL OR PRINCIPALS </div> <div style="display: flex; justify-content: space-between;"> <div>1. _____ as to _____ (Seal)</div> <div>2. _____ as to _____ (Seal)</div> </div>		
Attest: <i>Mary C. Sheehy</i> State in which Surety is Incorporated CONNECTICUT	Corporate Surety THE TRAVELERS INDEMNITY COMPANY <i>Mary C. Sheehy</i> Title <i>Attorney-in-Fact</i>	Affix Corporate Seal
In Presence of: <div style="display: flex; justify-content: space-between;"> WITNESS INDIVIDUALS AS SURETIES </div> <div style="display: flex; justify-content: space-between;"> <div>1. _____ as to _____ (Seal)</div> <div>2. _____ as to _____ (Seal)</div> </div>		
The rate of premium on this bond is <u>10.00</u> per thousand. Total amount of premium charges, \$ <u>1,000.00</u> <i>(The above must be filled in by Corporate Surety)</i>		
CERTIFICATE AS TO CORPORATE PRINCIPAL		
I, <u>RALPH T. HORTON</u> , certify that I am the _____ secretary of the corporation named as Principal in the within bond; that <u>GILLIAM K. HORTON</u> , who signed the said bond on behalf of the principal, was then <u>PRESIDENT</u> of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body. <div style="text-align: right; margin-top: 10px;"> <i>R. T. Horton</i> (Corporate) _____ (Seal) </div>		
Approvals - Maritime Administration <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div> By _____ (for) (General Counsel) (Date) </div> <div style="text-align: right;"> <i>Limitation \$ 2,000,000.00</i> <i>signed & authorized</i> <i>Ruby Huff</i> By _____ (for) (Comptroller) (Date) <u>9-24-64</u> </div> </div>		
INSTRUCTIONS <ol style="list-style-type: none"> 1. The name, including full Christian name, and residence of each individual party to the bond shall be inserted in the body thereof, and each such party shall sign the bond with his usual signature on the line opposite the scroll seal, and if signed in Maine or New Hampshire, an adhesive seal shall be affixed opposite the signature. 2. If the principals are partners, their individual names shall appear in the body of the bond, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals. 3. The signature of a witness shall appear in the appropriate place, attesting the signature of each individual party to the bond. 4. If the principal or surety is a corporation, the name of the States in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name. 5. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached thereto. In lieu of such certificate there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies. 6. The date of the bond must not be prior to the date of the instrument for which it is given. 		

The Travelers Indemnity Company
Hartford, Connecticut

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That THE TRAVELERS INDEMNITY COMPANY, a corporation of the State of Connecticut, does hereby make, constitute and appoint

Mary C. Sheehan of Wilmington, North Carolina

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto, if a seal is required, bonds, undertakings, recognizances or other written obligations in the nature thereof, as follows:

Any and all bonds, undertakings, recognizances or other written obligations in the nature thereof not exceeding in amount Two Hundred Thousand Dollars (\$200,000) in any single instance

and to bind THE TRAVELERS INDEMNITY COMPANY thereby, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This appointment is made under and by authority of the following by-laws of the Company which by-laws are now in full force and effect:

ARTICLE IV, SECTION 10. The President, the Chairman of the Finance Committee, the Chairman of the Insurance Executive Committee, any Vice President, any Secretary or any Department Secretary may appoint attorneys-in-fact or agents with power and authority, as defined or limited in their respective powers of attorney, for and on behalf of the Company to execute and deliver, and affix the seal of the Company thereto, bonds, undertakings, recognizances or other written obligations in the nature thereof and any of said officers may remove any such attorney-in-fact or agent and revoke the power and authority given to him.

ARTICLE IV, SECTION 12. Any bond, undertaking, recognizance or written obligation in the nature thereof shall be valid and binding upon the Company when signed by the President, the Chairman of the Finance Committee, the Chairman of the Insurance Executive Committee, or any Vice President and duly attested and sealed, if a seal is required, by any Secretary or any Department Secretary or any Assistant Secretary, or when signed by the President, the Chairman of the Finance Committee, the Chairman of the Insurance Executive Committee, or any Vice President and countersigned and sealed, if a seal is required, by a duly authorized attorney-in-fact or agent; and any such bond, undertaking, recognizance or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority granted by his or their power or powers of attorney.

This power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Directors of THE TRAVELERS INDEMNITY COMPANY at a meeting duly called and held on the 30th day of November, 1959:

VOTED: That the signature of any officer authorized by the By-Laws and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

This power of attorney revokes that dated August 2, 1960 on behalf of Mary C. Sheehan

IN WITNESS WHEREOF, THE TRAVELERS INDEMNITY COMPANY has caused these presents to be signed by its proper officer and its corporate seal to be hereunto affixed this 24th day of February 1964.



THE TRAVELERS INDEMNITY COMPANY

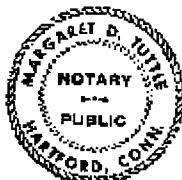
By

R. W. Kammann

Secretary, Fidelity and Surety

State of Connecticut, County of Hartford—ss:

On this 24th day of February in the year 1964 before me personally came R. W. Kammann to me known, who, being by me duly sworn, did depose and say: that he resides in the State of Connecticut; that he is Secretary (Fidelity and Surety) of THE TRAVELERS INDEMNITY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of his office under the by-laws of said corporation, and that he signed his name thereto by like authority.



Margaret D. Tuttle

Notary Public

My commission expires April 1, 1964

CERTIFICATION

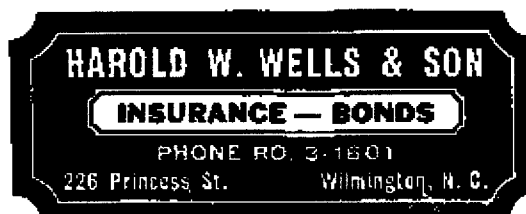
I, W. A. Person, Assistant Secretary (Fidelity and Surety) of THE TRAVELERS INDEMNITY COMPANY certify that the foregoing power of attorney, the above quoted Sections 10 and 12 of Article IV of the By-Laws and the Resolution of the Board of Directors of November 30, 1959 have not been modified or revoked and are now in full force and effect.

Signed and Sealed at Hartford, Connecticut, this **7** day of **JULY** 19**64**.



Assistant Secretary, Fidelity and Surety

6-1349 (BACK)



BILL OF SALE

S. S. JARED INGERSOLL

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, that the UNITED STATES OF AMERICA, represented by the DEPARTMENT OF COMMERCE, acting through its MARITIME ADMINISTRATION, the sole owner of the Ship, hereinbelow more particularly identified, and having the general characteristics set forth hereinbelow as follows:

Name:	SS JARED INGERSOLL
Official Number:	242,084
Basic Design:	EC2-S-C1
Year Built:	August 1942
Dimensions:	41'8" x 56'10" x 37'4", Draft 27'8" (approx.)
Tonnages:	Gross - 7176 Net - 4380
Propulsion:	3 Cyl. Triple Expansion I.H.P. 2500
Fuel:	Oil
Where Located:	Wilmington, North Carolina

(the said ship as hereinabove identified being hereinafter referred to as the "Ship"), for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States of America, to it in hand paid before the sealing and delivery of these presents by the **Horton Iron & Metal Company**, a corporation organized and existing under the laws of the State of North Carolina, said corporation being hereinafter referred to as the "Buyer", and other good and valuable consideration, the receipt of both of which it does hereby acknowledge and is therewith fully satisfied, contented and paid, has bargained and sold, and by these presents does bargain and sell unto the Buyer, its successors and assigns, all the right, title and interest of the United States of America in and to the Ship, together with all her engines, boilers, masts, sails, boats, anchors, cables, tackle, furniture, and all other necessities thereto appertaining and on board the Ship, but exclusive of leased or licensed equipment, if any, and exclusive of any other property or ballast, if any, as provided for in the Contract of Sale No. MA-3669 dated July 7, 1964, and Invitation for Bids No. PD-X-670, dated June 11, 1964, (said Contract of Sale and Invitation for Bids being hereinafter referred to as the "Contract of Sale" and "Invitation for Bids");

TO HAVE AND TO HOLD the Ship and appurtenances thereunto belonging unto it, the said Buyer, its successors and assigns forever to the sole and only proper use, benefit, and behoof of the said Buyer and its successors and assigns, and the United States of America hereby expressly makes no warranty, guaranty, or representation as to seaworthiness, description, capacity, condition, tonnage, or otherwise concerning said Ship and appurtenances, except that the United States of America, represented as aforesaid, has promised, covenanted and agreed, and by these presents does hereby promise, covenant and agree for itself and assigns, to and with the said Buyer, its successors and assigns, to warrant and defend the title in and to the said Ship and all appurtenances against all and every person or persons whomsoever, and also warrants that the said Ship and appurtenances are free and clear of all liens and encumbrances;

TITLE to the aforesaid Ship is being transferred to the Buyer by this Bill of Sale pursuant to the terms and provisions of the Contract of Sale and Invitation for Bids, which provide, among other things, that the said Buyer shall, within twenty-four (24) months after date of delivery, dismantle the hull of the Ship within the United States, and, that said Buyer shall not resell the Ship without the prior written consent of the United States of America, represented by the Department of Commerce, Maritime Administration;

IN TESTIMONY WHEREOF, the UNITED STATES OF AMERICA, represented as aforesaid, has caused this BILL OF SALE to be signed, sealed and delivered this 11th day of August 1964.

By: UNITED STATES OF AMERICA
DEPARTMENT OF COMMERCE
MARITIME ADMINISTRATION

By: 
Chief, Division of Purchase and Sales

APPROVED AS TO FORM:

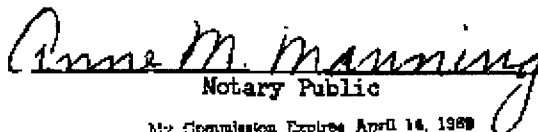

for Assistant General Counsel

ACKNOWLEDGEMENT

CITY OF WASHINGTON)
DISTRICT OF COLUMBIA) SS:

I, the undersigned, a Notary Public in and for the District of Columbia, do hereby certify that J. O. Conkey who executed the foregoing Bill of Sale is personally well known to me to be the Chief, Division of Purchase and Sales of the Maritime Administration, U. S. Department of Commerce; that he personally appeared before me in the said District of Columbia; that he is the person who executed the aforesaid Bill of Sale and acknowledged to me that he executed the same in his aforesaid official capacity; and that the same is the free and voluntary act of the UNITED STATES OF AMERICA and of himself as said official of the MARITIME ADMINISTRATION, U. S. DEPARTMENT OF COMMERCE, for the uses and purposes expressed therein.

GIVEN under my hand and seal this 11th day of August, 1964.


Notary Public

My Commission Expires April 14, 1969

(SEAL)

USCOMM-MA-DC

BILL OF SALE

S. S. **BERNARD N. BAKER**

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, that the UNITED STATES OF AMERICA, represented by the DEPARTMENT OF COMMERCE, acting through its MARITIME ADMINISTRATION, the sole owner of the Ship hereinbelow more particularly identified, and having the general characteristics set forth hereinbelow as follows:

Name:	SS BERNARD N. BAKER
Official Number:	243,192
Basic Design:	ED2-S-C1
Year Built:	April 13, 1943
Dimensions:	417'8" x 56'10" x 37'4", Draft 27'8" (approx.)
Tonnages:	Gross - 7176 Net - 4380
Propulsion:	3 Cyl. Triple Expansion I.E.P. 2500
Fuel:	Oil
Where Located:	Wilmington, North Carolina, Reserve Fleet

(the said ship as hereinabove identified being hereinafter referred to as the "Ship"), for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States of America, to it in hand paid before the sealing and delivery of these presents by the **Horton Iron & Metal Company** a corporation organized and existing under the laws of the State of **North Carolina**, said corporation being hereinafter referred to as the "Buyer", and other good and valuable consideration, the receipt of both of which it does hereby acknowledge and is therewith fully satisfied, contented and paid, has bargained and sold, and by these presents does bargain and sell unto the Buyer, its successors and assigns, all the right, title and interest of the United States of America in and to the Ship, together with all her engines, boilers, masts, sails, boats, anchors, cables, tackle, furniture, and all other necessities thereto appertaining and on board the Ship, but exclusive of leased or licensed equipment, if any, and exclusive of any other property or ballast, if any, as provided for in the Contract of Sale No. MA-3669 dated **July 7, 1964**, and Invitation for Bids No. PD-X-670 dated **June 11, 1964**, (said Contract of Sale and Invitation for Bids being hereinafter referred to as the "Contract of Sale" and "Invitation for Bids");

TO HAVE AND TO HOLD the Ship and appurtenances thereunto belonging unto it, the said Buyer, its successors and assigns forever to the sole and only proper use, benefit, and behoof of the said Buyer and its successors and assigns, and the United States of America hereby expressly makes no warranty, guaranty, or representation as to seaworthiness, description, capacity, condition, tonnage, or otherwise concerning said Ship and appurtenances, except that the United States of America, represented as aforesaid, has promised, covenanted and agreed, and by these presents does hereby promise, covenant and agree for itself and assigns, to and with the said Buyer, its successors and assigns, to warrant and defend the title in and to the said Ship and all appurtenances against all and every person or persons whomsoever, and also warrants that the said Ship and appurtenances are free and clear of all liens and encumbrances;

TITLE to the aforesaid Ship is being transferred to the Buyer by this Bill of Sale pursuant to the terms and provisions of the Contract of Sale and Invitation for Bids, which provide, among other things, that the said Buyer shall, within twenty-four (24) months after date of delivery, dismantle the hull of the Ship within the United States, and, that said Buyer shall not resell the Ship without the prior written consent of the United States of America, represented by the Department of Commerce, Maritime Administration;

IN TESTIMONY WHEREOF, the UNITED STATES OF AMERICA, represented as aforesaid, has caused this BILL OF SALE to be signed, sealed and delivered this 11th day of August 1964.

By: UNITED STATES OF AMERICA
DEPARTMENT OF COMMERCE
MARITIME ADMINISTRATION

By: [Signature]
Chief, Division of Purchase and Sales

APPROVED AS TO FORM:

[Signature]
for Assistant General Counsel

ACKNOWLEDGEMENT

CITY OF WASHINGTON)
DISTRICT OF COLUMBIA) SS:

I, the undersigned, a Notary Public in and for the District of Columbia, do hereby certify that J. G. Conway who executed the foregoing Bill of Sale is personally well known to me to be the Chief, Division of Purchase and Sales of the Maritime Administration, U. S. Department of Commerce; that he personally appeared before me in the said District of Columbia; that he is the person who executed the aforesaid Bill of Sale and acknowledged to me that he executed the same in his aforesaid official capacity; and that the same is the free and voluntary act of the UNITED STATES OF AMERICA and of himself as said official of the MARITIME ADMINISTRATION, U. S. DEPARTMENT OF COMMERCE, for the uses and purposes expressed therein.

GIVEN under my hand and seal this 11th day of August, 1964.

Anne M. Manning
Notary Public
My Commission Expires April 14, 1968

(SEAL)

USCOMM-MA-DC

October 5, 1965

DD:523(7)

Horton Iron & Metal Company, Inc.
P. O. Box 1285
Wilmington, North Carolina

Attention: Mr. W. J. Horton

Gentlemen:

Subject: Contract No. HA-3937, Disposal Order 31-MA66-2, dated
July 16, 1965 - Extension of Time

Reference is made to your letter of September 23, 1965, requesting an additional thirty (30) days extension of time to remove two (2) cranes covered by the subject Contract and Disposal Order.

Approval is hereby granted so as to extend to October 14, 1965, the period of time within which to remove the two (2) cranes covered by the subject Contract and Disposal Order.

In connection with the general sales terms and conditions any further extension of time beyond October 14, 1965, could result in our invoking remedial procedures as outlined therein.

Sincerely yours,

Original Signed H. C. Doty

A. H. Polta, Chief
Disposal Section
Division of Purchase and Sales

cc:
451
523/Div. File
528
539
52002
52014

JEZaccardi/slb

DISPOSAL ORDER

CONTRACT NO. NA-3937

CUSTODIAN **Mr. J. R. Alford or Mr. Ernest Thompson**
Maritime Administration
Charleston South Carolina Shipyard

DATE **July 25, 1963**

ORDER NO. **01-614-4463-2**

LOCATION OF PROPERTY
MARINE NORTH CAROLINA SHIPYARD
WILMINGTON, NORTH CAROLINA

PURCHASER
MERTON IRON & METAL CO.
Box 1288
WILMINGTON, NORTH CAROLINA

PROPERTY TO BE DELIVERED TO
MERTON IRON & METAL CO. BY AUTHORIZED
REPRESENTATIVE

AUTHORITY FOR DISPOSAL
01-614-4463-2 (NA-3937)
7-1-63-46
01-614-4463-2

TYPE OF DISPOSAL
☒ SALE
☒ SEALED BIDS ☐ FIXED PRICE
☐ AUCTION ☐ NEGOTIATION
☐ TRANSFER WITH EXCHANGE OF FUNDS
☐ TRANSFER WITHOUT EXCHANGE OF FUNDS
☐ DONATION
☐ ABANDONMENT
☐ DESTRUCTION

NO. OF PROPOSALS ISSUED **423** NO. OF BIDS RECEIVED **1**

ACQUISITION COST **\$66,256.00**

DISPOSED OF ☐ "AS IS WHERE IS" ☒ **Under terms and conditions of**
Contract No. NA-3937

DESCRIPTION AND PRICE

CRANES - LIFTING CRANES

01-614-4463-2.....ITEM 7...CRANE, Lantry, 1/2 ton (0608).....\$1,250.00
Same fully described in the enclosure

01-614-4463-2.....ITEM 13...CRANE, Lantry Tower, 13 ton (0608).....\$22,750.00
Same fully described in the enclosure

\$24,000.00

NOTE: Please contact the Custodian, telephone 763-4413 (area code 919) and
arrange for the dismantling and removal of the cranes.

APPROVED
U.S. NA
Approved
Dec. 13, 63

W.C. Boly, Chief
Ship Sales and Disposal Branch
Division of Purchase and Sales

TOTAL SALE PRICE	\$ 24,000.00
AMOUNT PAID (Deposit)	\$ 300.00
BALANCE TO BE REFUNDED	\$ -
BALANCE PAID	\$ 2,300.00

CONTRACTING OFFICER

SIGNATURE **A. S. Feltz, Chief, Disposal Section**
NAME (Typed) **Division of Purchase and Sales**

TITLE _____ DATE **7/15/63**

RECEIVED THE ABOVE LISTED ARTICLES

NAME _____
ADDRESS _____ DATE _____

RECEIVED PAYMENT AS INDICATED ABOVE

SIGNATURE

DATE

Send to Disposal Officer, Washington, D.C.

BIDDERS COPY
DO NOT RETURN WITH YOUR BID

PAGE 4
INVITATION NO. S1-MA65-5

ITEMS 1 AND 2

LOCATION

U. S. DEPARTMENT OF COMMERCE
MARITIME ADMINISTRATION
MARITIME NORTH CAROLINA SHIPYARD
WILMINGTON, NORTH CAROLINA 28402

CUSTODIAN

J. E. ABBOTT, SHIPYARD SUPERINTENDENT
TELEPHONE: 763-9413 (Area Code 919)
INSPECTION INVITED BETWEEN 9:00 A.M.
AND 3:00 P.M. E.S.T., JUNE 10, 1965
THROUGH JUNE 25, 1965, EXCEPT
SATURDAYS, SUNDAYS AND HOLIDAYS

OFFERED FOR SALE "AS IS, WHERE IS"

ITEM NO.

- 1 - CRANE, Gantry, 7-1/2 ton. Believed to have been engineered by Leonard, Burke & Co. Electric operated. Trolley Beams 60' long, both ends closed, no cantilever, motor for main engine hoist J190, G. E. Model SMR 405D. Motor Crane Propulsion J199, G. E. Model 184-E-348-G3, Motor for Main Hoist Propulsion (N.D.A.). Generator J202, G. E. Type RC29A Form A28DC. Generator Motor J201 G. E. 15 H.P. Type RT 753 (0653)

U1-614-MA63-9 Item 7 Used - Repairs Required 1 each ()
EPI-MA64-46

- 2 - CRANE, Whirler Tower, 15 ton, American. Track traveling towers, height of towers approximately 56', track spacing approximately 25'6" wide from outside of track to outside of track. Uses third rail or electric power feeder. Estimated height overall with crane mounted between 75' to 80'. Boom length approximately 85' to 90' long. Electric power operation, 440 volts, 3 phase, 60 cycle, with air brake control. Ser. No. 4122 (0608).

U1 - 614 - MA63-9 Item 13 Used - Repairs Required
EPI-MA64-46

1 each ()

INFORMATION AND SPECIAL CONDITIONS OF SALE

DEFINITIONS:

- a. The word "Government" as used herein is understood to mean the United States of America represented by the Department of Commerce, Maritime Administration.
- bb The word "Purchaser" as used herein is understood to mean the bidder to whom award is made.
- c. The term "Secretary" as used herein is understood to mean the Administrator or the Acting Administrator, Maritime Administration.
- d. The term "his duly authorized representative" as used herein is understood to mean any person or persons or board (other than Contracting Officer authorized to act for the Secretary (as so defined)).

Such definitions shall be in lieu of the definitions of such terms appearing in Standard Form 114-C, "Sale of Government Property, General Sales Terms and Conditions."

DEPOSITS AND PAYMENTS:

All deposits and payments shall be in the form prescribed on Form 114-C enclosed, and made payable to: "Maritime Adm-Commerce" except that irrevocable letters of credit shall not be acceptable as deposits or payments. To be considered, bids must be accompanied by a bid deposit as specified herein. Payment of the balance of the purchase price, by the Purchaser, shall be made within ten (10) calendar days after date of notice of award, time to be computed from the date of mailing or otherwise furnishing said notice. All bids, deposits and payments shall be expressed in United States Currency.

REMOVAL OF PROPERTY:

The purchasers must remove the Cranes within forty (40) calendar days after date of notice of award. All dismantling, loading, shoring and other services incident to removal shall be performed by, and at the expense of the purchasers. The Maritime Administration will not act as agent for the purchasers, nor will the Maritime Administration furnish labor or materials in connection with removals of the property.

CONSIDERATION OF LATE BIDS:

Mailed bids must be mailed in time to be in the possession of the Sales Contracting Officer by the date and hour of bid opening. A late mailed bid will be considered only if received before award and (1) such bid was mailed by registered mail or by certified mail for which an official post office stamp (post mark) on the original Receipt for Certified or Registered Mail has been obtained and it is determined that the lateness was due solely to a delay in the mails for which the bidder was not responsible or mishandling on the part of the Government, or (2) the bid was in fact received at the Government installation in sufficient time to have been received by the Sales Contracting Officer in time for opening, and except for delay due to mishandling on the part of the Government at the installation, would have been on time.

SALE OF GOVERNMENT PROPERTY
GENERAL SALE TERMS AND CONDITIONS

1. **INSPECTION.** The Bidder is invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. Property will be available for inspection at the places and times specified in the invitation. No time will be taken to inspect outside grounds for the withdrawal of a bid after opening.

2. **CONDITION AND LOCATION OF PROPERTY.** Unless otherwise specifically provided in the invitation, all property listed therein is offered for sale "as is" and "where is." If it is provided therein that the Government shall load, tie, "where is" means "in" convenience of the point specified in the invitation. The description is based on the best available information. However, the Government makes no warranty, express or implied, as to quantity, kind, character, quality, weight, use, or description of any of the property, or its fitness for any use or purpose. Except as provided in Conditions No. 9 and 10, no request for adjustment in price or for rescission of the sale will be considered. This is not a sale by sample.

3. **CONSIDERATION OF BIDS.** The Bidder agrees that his bid will not be withdrawn within the period of time specified for the acceptance thereof following the opening of bids (sixty (60) calendar days if no period be specified by the Government or by the Bidder but not less than ten (10) calendar days in any case) and that during such period his bid will remain firm and irrevocable. The Government reserves the right to reject any or all bids, to waive any technical defects in bids, and, unless otherwise specified by the Government or by the Bidder, to accept any one item or group of items in the bid, as may be in the best interest of the Government. Unless the invitation otherwise provides, bids may be submitted on any or all items. However, unless the invitation otherwise provides, a bid covering any listed item must be submitted on the basis of the unit specified for that item and must cover the total number of units designated for that item. In case of error in the extension of prices, unit prices will govern.

4. **PAYMENT.** The Purchaser agrees to pay for property awarded to him in accordance with the prices quoted in his bid. Payment of the full purchase price, subject to any adjustment pursuant to Condition No. 8, must be made within the time specified for removal and prior to delivery of any of the property. In the event, however, any adjustment is made pursuant to Condition No. 8, then payment must be completed immediately subsequent to such adjustment. The balance of the purchase price after applying the total bid deposit made by the Purchaser under the invitation (or otherwise the full purchase price) shall be paid to the Contracting Officer in cash, or by certified check, cashier's check, traveler's check, bank draft, or postal or express money order, made payable to the Treasurer of the United States (or, if so specified in the invitation made payable either to the Government agency conducting the sale or as directed by that agency). The Government reserves the right to apply any bid deposits made under the invitation by a Bidder against any amounts due to the Government under a contract awarded to him thereunder. In those instances where the total sum becoming due to the Government from the Purchaser on a contract awarded to him under the invitation is less than the total amount deposited with his bid, the difference will be promptly refunded to him. Also, deposits accompanying bids which are not accepted will be promptly returned to him.

5. **TITLE.** Unless otherwise specified in the invitation, title to the items of property sold hereunder shall rest in the Purchaser as and when full and final payment is made, except that if the invitation provides that loading will be performed by the Government, title shall not vest until such payment and loading are completed. On all motor vehicles and motor propelled or motor drawn equipment requiring licensing, a certificate of release, Standard Form 27 (or a State certificate of title if such a certificate of title has been issued to the Government), will be furnished for each vehicle and piece of equipment.

6. **DELIVERY AND REMOVAL OF PROPERTY.** Unless otherwise specified in the invitation, the Purchaser shall be entitled to obtain the property upon vesting of title of the property in him. Delivery shall be made at the designated location, and the Purchaser shall remove the property at his expense within the period of time originally specified in the invitation or within such additional time as may be allowed by the Contracting Officer. The Purchaser shall reimburse the Government for any damage to Government property caused by the removal operations of the Purchaser. If the Purchaser is permitted by the Government to remove the property after the expiration of the period prescribed or allowed for removal, the Government, without limiting any other rights which it may have, may require Purchaser to pay a reasonable storage charge.

7. **DEFAULT.** If, after the award, the Purchaser breaches the contract by failing to make payment as required by Condition No. 4, or by failing to remove the property as required by Condition No. 6, then the Government may send the Purchaser a fifteen-day written notice of default (calculated from date of mailing), and upon Purchaser's failure to cure such default within that period (or such further period as the Contracting Officer may allow), the Purchaser shall lose all the right, title and interest which he might otherwise have acquired in and to the property as in which a default has occurred. The Purchaser agrees that in the event he fails to pay for the property or to remove the same within the prescribed time, the Government as its election and upon notice of default shall be entitled to retain (or resell) as liquidated damages a sum equal to 20% of the purchase price of the item (or items) as to which the default has occurred. Whenever the Government exercises this election, it shall specifically apprise the Purchaser either in its original notice of default (or in separate subsequent written notice) that upon the expiration of the period prescribed for curing the default the forfeiture amount will be retained (or collected) by the Government as liquidated damages. The maximum sum, moreover, which may be recovered by the Government as damages for failure of the Purchaser to remove the property and any for the same shall be such formula amount. If the Purchaser otherwise fails in the performance of his obligations thereunder, the Government may exercise such rights and may pursue such remedies as are provided by law or under the contract.

8. **ADJUSTMENT FOR VARIATION IN QUANTITY OR WEIGHT.** When property is sold on a unit price basis, the Government reserves the right to vary the quantity or weight delivered by 10% from the quantity or weight listed in the invitation and the Purchaser agrees to accept delivery of any quantity or weight within these limits. The purchase price will be adjusted upwards or downwards in accordance with the unit price and on the basis of the quantity or weight actually delivered. No adjustment for quantity will be made where property is sold on a "lot" or "for the lot" basis.

9. **WEIGHING.** Where weighing is necessary to determine the exact purchase price hereunder, the Purchaser shall arrange for and pay all expenses of weighing material purchased. Government scales are available on the premises. All weighing charges shall be paid by the Purchaser. When removal is by truck weighing shall be under the supervision of the Government and it is optional (a) Government scales, (b) certified scales, or (c) other scales acceptable to both parties. When removal is by rail, weighing shall be on railroad track scales, or by other means acceptable to the railroad for freight purposes. Government-approved weighing shall establish the exact purchase price and govern the making of full payment thereon.

10. **RISK OF LOSS.** (1) After mailing notice of award, and prior to passage of title to the Purchaser, the Government will be responsible for the care and protection of the property and any loss, damage, or destruction occurring during such period will be assumed by the Contracting Officer. (2) After passage of title to the Purchaser, and prior to the date specified for removal, the Government shall be responsible only for the exercise of reasonable care for the protection of the property. (3) After passage of title and after the date specified for removal of the property, or any extension approved in writing by the Contracting Officer, all risk of loss, damage, or destruction from any cause whatsoever shall be borne by the Purchaser.

11. **LIMITATION ON GOVERNMENT'S LIABILITY.** Except for transportation charges when a return of property or Government loss is authorized by the Government, the measure of the Government's liability in any case where liability of the Government to the Purchaser has been established shall not exceed refund of such portion of the purchase price as the Government may have received.

12. **ORAL STATEMENTS AND MODIFICATIONS.** Any oral statement or representation by any representative of the Government, changing or supplementing this contract or any Condition thereof, is unauthorized and shall confer no right upon the Purchaser.

13. **COVENANT AGAINST CONTINGENT FEES.** Purchaser warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. For breach of this warranty, the Government shall have the right to annul this contract without liability or, at its option, to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee, in addition to the consideration herein set forth.

14. **OFFICIALS NOT TO BENEFIT.** No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, unless it be made with a corporation for its general benefit.

15. **DISPUTES.** Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Purchaser. The decision of the Contracting Officer shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Purchaser mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Purchaser shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Purchaser shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

16. **DEFINITIONS.** As used throughout this contract, the following terms shall have the meaning set forth below:

(a) The term "Secretary" means the Secretary, the Under Secretary, or any Assistant Secretary of the Department, and the head or any assistant head of the Federal agency; and the term "his duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized to act for the Secretary.

(b) The term "Contracting Officer" means the person accepting the bid in whole or in part on behalf of the Government, and any other officer or civilian employee who is a properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of the representative's authority.

INSTRUCTIONS TO BIDDERS

1. **BID DEPOSIT.** Where a bid deposit is required by the invitation, such deposit must accompany the bid and be furnished in cash, or by postal or express money order, cashier's check, bank draft, or traveler's check, or a combination thereof, made payable to the Government agency conducting the sale unless otherwise directed in the invitation. An irrevocable commercial letter of credit may be used to cover the bid deposit or the balance of the purchase price should an award be made unless otherwise directed in the invitation.

2. **PREPARATION OF BIDS.** Bids shall be typed out in ink, indelible pencil, or black-ink, with all figures, strike over, and corrections indicated in ink or indelible pencil.

DEFINITION OF SMALL BUSINESS

1. For this purpose, a small business concern is a concern which, together with its affiliates, falls within one of the classifications set forth in 2 below; is independently owned and operated; and is not dominant in its field of operation. (See Code of Federal Regulations, Title 13, Part 121, as amended, if additional information is desired.)

2. **Small Business Classifications.**

(a) Primarily engaged in manufacturing and employs not more than 500 persons.

(b) Primarily engaged as a manufacturer (except as specified in (c) below), and had an average annual sales volume or receipts, less returns and allowances, of \$5,000,000 or less for the preceding three fiscal years.

(c) Primarily engaged in the purchase of materials and the resale of such materials and had an average sales volume or receipts, less returns and allowances, of \$25,000,000 or less for the preceding three fiscal years.

(d) Certified as a small business concern by the Small Business Administration.

July 6, 1965

529(F)

AIRMAIL

Horton Iron & Metal Co.
Box 1205
Wilmington, North Carolina

Attention: Mr. R. F. Horton

Gentlemen:

Subject: Sales Proposal SI-MA65-5

Your bid for Items 1 and 2 under Sales Proposal SI-MA65-5 in the amounts of \$1,250.00 and \$2,750.00, respectively, is the highest received. Upon receipt of the balance due in the amount of \$3,200.00, in the form of a Certified or Cashier's Check made payable to "Maritime Adm.-Commerce," a disposal order authorizing the removal of the awarded property from its present location will be issued and forwarded to your attention.

Under the terms and conditions of sale the balance of the purchase price must be paid within ten (10) calendar days after date of this notice of award. Further, the purchaser is required to remove the awarded property within forty (40) calendar days after date of this notice of award.

Yours faithfully yours,

A. H. Foltz, Chief
Disposal Section
Division of Purchase and Sales

52014
52002
451
23 - Div. File
528

AH Foltz/ont

HORTON INDUSTRIES

1-CONTRACT: 3/28/72 MA-6632 sale
of the SS KASSMAK, bill
of sale, Performance bond
for \$50,000, executed by
Fidelity and Deposit
Company of Maryland

Attest:	Corporate Principal HORTON INDUSTRIES, INC.	
State in which Principal is Incorporated North Carolina	By <u>[Signature]</u> Title <u>[Signature]</u>	Affix Corporate Seal

In Presence of:

WITNESS	INDIVIDUAL, PRINCIPAL OR PRINCIPALS
1. _____ as to _____ (Seal)	
2. _____ as to _____ (Seal)	

Attest:	Corporate Surety FIDELITY AND DEPOSIT COMPANY OF MARYLAND	
State in which Surety is Incorporated Maryland	By <u>[Signature]</u> Title Attorney-in-Fact	Affix Corporate Seal

In Presence of:

WITNESS	INDIVIDUALS AS SURETIES
1. _____ as to _____ (Seal)	
2. _____ as to _____ (Seal)	

The rate of premium on this bond is \$15.00 per thousand.

Total amount of premium charges, \$ 750.00

(The above must be filled in by Corporate Surety)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, R. T. Horton, certify that I am the Sec.-Treas. ~~XXXX~~ of the corporation named as Principal in the within bond; that G. K. Horton, who signed the said bond on behalf of the principal, was then President of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

[Signature] (Corporate)
(Seal)

Approvals - Maritime Administration

By [Signature] (for) (General Counsel) (Date) By _____ (for) (Comptroller) (Date)

INSTRUCTIONS

1. The name, including full Christian name, and residence of each individual party to the bond shall be inserted in the body thereof, and each such party shall sign the bond with his usual signature on the line opposite the scroll seal, and if signed in Maine or New Hampshire, an adhesive seal shall be affixed opposite the signature.
2. If the principals are partners, their individual names shall appear in the body of the bond, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.
3. The signature of a witness shall appear in the appropriate place, attesting the signature of each individual party to the bond.
4. If the principal or surety is a corporation, the name of the States in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.
5. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached thereto. In lieu of such certificate there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
6. The date of the bond must not be prior to the date of the instrument for which it is given.

PERFORMANCE BOND
(For agreements covering sale of vessels)Date Bond Executed
March 28, 1972

Principal(s) and Business Address of Each HORTON INDUSTRIES, INC. P. O. BOX 1285 WILMINGTON, NORTH CAROLINA 28401	No. of Vessels Purchased One
Surety(ies) and Business Address of Each FIDELITY AND DEPOSIT COMPANY OF MARYLAND BALTIMORE, MARYLAND	Contract No. NA-6638
Department or Agency and Address to which Bond is to be submitted U. S. DEPARTMENT OF COMMERCE MARITIME ADMINISTRATION WASHINGTON, D. C.	Date of Contract 28 March 23, 1972
Penal Sum of Bond (express in words and figures) - - Fifty Thousand and 00/100 - - -	

KNOW ALL MEN BY THESE PRESENTS: That we, the **PRINCIPAL** and **SURETY**, above named, are held and firmly bound unto the **UNITED STATES OF AMERICA**, represented by the **DEPARTMENT OF COMMERCE, MARITIME ADMINISTRATION** (hereinafter referred to as "Obligee"), in the penal sum of the amount stated above, lawful money of the United States, which sum shall be the maximum liability of the Surety hereunder, for the payment of which sum well and truly to be made the said Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Obligee entered into an agreement with the Principal, as stated above, subject to the terms and conditions referred to in said agreement, which agreement has been exhibited to and examined by the Surety and by this reference is made a part hereof to the same extent as though set out in full herein; and

WHEREAS, by the terms of said agreement, the Principal has agreed to furnish to the Obligee its bond in the aforementioned sum, with a Surety or Sureties satisfactory to and approved by the Obligee, conditioned as hereinafter set forth.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall well, truly, faithfully, and fully perform and observe all the undertakings, covenants, terms, conditions, obligations and stipulations contained in the aforesaid agreement during the original term and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said agreement that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation shall be void; otherwise to be and remain in full force and effect.

This bond is executed by the Principal and Surety and accepted by the Obligee under the following express agreements:

FIRST, the liability of the Surety shall not be terminated, reduced, modified, released nor affected by any act or omission of the Obligee, any modification or alteration of any agreement above referred to, any forbearance on the part of the Obligee, nor any representation or inducement of any kind whatsoever, made to the Surety, whether the same be true or not, nor by any other matter or thing, saving only the full and faithful performance of the condition of this bond by the Principal and/or the Surety.

SECOND, that each and every default on the part of the Principal in the performance of the aforesaid condition of this bond shall, at the option of the Obligee, give rise to an immediate cause of action which shall, at the option of the Obligee, be separate and distinct from the causes of action arising upon defaults thereafter occurring, and bringing suit upon one or more of such causes of action, shall not prejudice nor bar the bringing of separate suits upon other causes of action whether theretofore or thereafter arising.

THIRD, as between the Principal and the Surety, the Principal shall be primarily liable hereunder, but as between the Surety and the Obligee, the Surety shall be primarily liable on this bond; and, in the event of any default or failure on the part of the Principal in the performance of any of its obligations under the aforesaid agreement covered by this bond, and/or this bond, the Surety shall forthwith be liable therefor, and it shall not be necessary for the Obligee to bring suit against the Principal or to give any notice to the Surety, nor to take any other action before becoming entitled to bring suit against the Surety. The Surety hereby expressly waives notice from the Obligee of any default or failure whatsoever on the part of the Principal prior to the bringing of any suit against the Surety on this bond.

IN WITNESS WHEREOF, the above bounden parties have caused these presents to be executed under their several seals, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. A. BRUNDRETT, Vice-President, and C. E. DUVALL, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The President, or any one of the Executive Vice-Presidents, or any one of the additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

does hereby nominate, constitute and appoint Louie E. Woodbury, Jr., Eugene B. Woodbury, E. M. Parnell, and Louie E. Woodbury, III, all of Wilmington, North Carolina, EACH,

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Louie E. Woodbury, Jr., et al, dated February 6, 1969.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of September, A.D. 19 70.

ATTEST: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(SIGNED)

C. E. DUVALL By C. A. BRUNDRETT
(SEAL) Assistant Secretary Vice-President

STATE OF MARYLAND } ss:
CITY OF BALTIMORE

On this 17th day of September, A.D. 19 70, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

(SIGNED)

FRANK G. MEURER

(SEAL)

Notary Public Commission Expires July 1, 1974

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 23rd day of March, 19 72

U. S. DEPARTMENT OF COMMERCE
MARITIME ADMINISTRATIONFORM OF BID
(SUBMIT IN TRIPPLICATE)SECRETARY, MARITIME ADMINISTRATION
U. S. DEPARTMENT OF COMMERCE
WASHINGTON, D. C. 20230

Horizon Shipping
(Name of Bidder)
PO Box 1284
US 401 North
(Street Address)
Washington DC 20001
(City) (State) (Zip Code)
919-763-8268
(Telephone Number)
3/20/72
(Date)

In response to your Invitation for Bids No. PD-X-932 dated February 25, 1972
Information and Instructions to Bidders, and the following Amendments (if any) issued
pursuant to said Invitation:

- (1) Amendment No. None Dated: _____
(2) Amendment No. _____ Dated: _____

all of which by this reference are incorporated herein and made a part hereof, and
subject to all the terms and conditions thereof, the undersigned hereby offers to
purchase the following ship (s) for the following amount (s):

Ship AMOUNT BID - CONDITION 1 AMOUNT BID - CONDITION 2

James River, Va., Reserve Fleet

SS MASSMAR	\$	OR \$	36,600
SS MATTHEW LYON	\$	OR \$	
SS WALTER WELMAN	\$	OR \$	
QTS JOHN SERGEANT	\$	OR \$	
MV THOMAS NELSON	\$	OR \$	
MV MORMACDALE	\$	OR \$	26,600

Mobile, Ala., Reserve Fleet

SS CAPE CORWIN	\$	OR \$	
SS CAPE JOHN	\$	OR \$	
SS KNUTE ROCKNE	\$	OR \$	

Beaumont, Texas, Reserve Fleet

SS JOSEPH M. CAREY	\$	OR \$	
SS NATHANIEL SILSBEE	\$	OR \$	
SS WALT WHITMAN	\$	OR \$	

Olympia, Wash., Reserve Fleet

MV SAILORS SPLICE	\$	OR \$	
USNS MARQUETTE (LKA-95)	\$	OR \$	
SS BEDFORD VICTORY	\$	OR \$	
SS BLUE ISLAND VICTORY	\$	OR \$	
SS NEW ROCHELLE VICTORY	\$	OR \$	
SS BRANDON VICTORY	\$	OR \$	
SS KINGSTON VICTORY	\$	OR \$	
SS WALTHAM VICTORY	\$	OR \$	
SS CLOVIS VICTORY	\$	OR \$	
SS WEST LINN VICTORY	\$	OR \$	

NOTE: For the information of the Government, bidders under Condition 1 are requested to state their presently intended use of the ships.

NOTE: If bids are submitted on more than one ship, the bidder must indicate the type of award it is willing to accept by placing an "X" or the appropriate number, as the case may be, in the proper space below. In the absence of any indication, it will be assumed that the bidder is willing to accept an award of all or any of the ships. See Section II of the Invitation.

- (A) All only () (B) All or any ()
 (C) Any but not more than 2 (D) Any but not less than _____
 (E) Any but not more than _____ Nor less than _____

NOTE: If the aggregate amount of this bid exceeds \$25,000 the bidder must complete the following statements by checking the appropriate box.

The undersigned bidder represents: (A) That he ☐ has, ☒ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the bidder) to solicit or secure this contract; and (B) that he has ☐, has not ☒, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating thereto as requested by the Department of Commerce, Maritime Administration. (Note: For interpretation of the representation, including the term "bona fide employee," see General Services Administration Regulations, Title 44, Secs. 150.7 and 150.5 (D) Fed. Reg. Dec. 31, 1952, Vol. 17, No. 253.)

The undersigned certifies that the bidder is a citizen of the United States of America as defined and within the meaning of Sec. 2 of the Shipping Act, 1916, as amended (46 U.S.C. 802).

In accordance with the terms of the subject Invitation, there is enclosed the required bid deposit consisting of: Bid Bond

(1) Horton Industries
 (NAME OF BIDDER)
 BY: R. D. [Signature]
 (SIGNATURE AND TITLE)

(2) In the presence of:

(3) Attest:
 (Affix Corporate Seal)

(NAME)

(NAME AND TITLE)

(ADDRESS)

- (1) For use by individual bidder or by official authorized to sign on behalf of partnership or corporation.
 (2) For use by witness in case bidder is an individual or partnership.
 (3) For use by attesting official in case bidder is a corporation.

Dated: February 25, 1972

THE
UNITED STATES OF AMERICA
represented by
DEPARTMENT OF COMMERCE
MARITIME ADMINISTRATION

hereby invites sealed bids from United States citizens for the purchase of the ships described on the attached list, designated Schedule "A" and by this reference made a part hereof, upon the following conditions:

- Condition 1. The Buyer shall not use or operate the ships, nor cause or permit same to be used or operated, as a means of transporting passengers or cargo, as provided in Section IX (E) below; or
- Condition 2. The Buyer shall, within twenty-four (24) months after the date of delivery, scrap the hulls of the ships, within the United States of America, unless the ships are lost at sea or otherwise destroyed, as provided in Section IX (F) below;

upon the terms and conditions hereinafter set forth in "INFORMATION AND INSTRUCTIONS TO BIDDERS."

INFORMATION AND INSTRUCTIONS TO BIDDERS

I. Definitions. As used throughout this Invitation for Bids, the following terms shall have the meaning set forth below:

- (A) The term "Administration" means the United States of America, represented by the Department of Commerce, Maritime Administration.
- (B) The term "Contracting Officer" means that official of the Office of Domestic Shipping of the Administration who has been authorized to take or direct actions under the invitation and/or Sales Contract in the name of the Administration.
- (C) The term "Buyer" means the successful bidder for the purchase of all or any of the ships.
- (D) The term "scrap" means to dismantle the hull and superstructures of a ship in such a manner that no considerable part of the material is left intact or undisturbed to the extent that it can be readily identified as an existing portion of the original hull or superstructure. This includes the removal from the ship (without replacement) of all hull, inner bottom, bulkhead, deck and deckhouse materials, as well as all floors, longitudinals, webs, girders and other framing. Any of the material or parts of the hull exported from the United States of America, however, shall be cut to, or smaller than, individual plate or structural size.
- The foregoing does not preclude the reuse of any materials, parts or assemblies for other than water transportation purposes, nor does it preclude the reuse of plates, structurals or minor assemblies (other than the keels and inner bottoms), in the construction, reconstruction, or repair of a vessel, as a "vessel" is so defined in Section 1 of the Shipping Act, 1916, as amended.
- (E) The term "ship" or "ships" means one or more of the ships, as applicable, listed on Schedule "A" attached hereto.
- (F) The term "days" means calendar days.

II. Bids Considered. (A) Bids may be submitted on any or all of the ships. If bids are submitted on more than one ship, the bidder must indicate the type of award it is willing to accept by placing an "X" or the appropriate number, as the case may be, in the proper space on the Form of Bid. In the absence of any indication, it will be assumed that the bidder is willing to accept an award of all or any of the ships on which bids are submitted. If bids are submitted on more than one ship and the bidder does not limit the award to "All Only", no condition shall be imposed which deprives the Contracting Officer of the choice of the ships to be awarded in case of an award to the bidder of any one or more of the ships bid upon. In all cases the bid for each ship shall be stated.

(B) Bidding is limited to United States citizens. By submittal of a bid, the bidder named therein certifies that he or it is a citizen of the United States of America within the meaning of and as defined in Section 2 of the Shipping Act, 1916, as amended. To the extent required by the Contracting Officer other statements and evidence relative to the citizenship of the bidder shall be furnished.

III. Location, Description, and Inspection of Ships. The ships are located and described as indicated on the aforesaid Schedule "A". Any description or other information furnished herein or otherwise concerning any ship is solely for the general information of bidders and its accuracy is not warranted. The ships may be inspected upon application to the party or parties named in the aforesaid Schedule "A". All inspections shall be at the risk of the prospective bidders, and without liability to the United States or any department, agency, instrumentality, officer, agent, or employee thereof. Prospective bidders are cautioned to inspect the ships. Failure to inspect any ship or otherwise acquire full information as to its identity, physical condition, the risks and difficulties incident to the handling and movement of the ship after delivery, or otherwise, will give a bidder no right to withdraw any bid, no right to the return of any bid deposit after the time fixed for the receipt of bids, or no right to rescind or to make any claims under any contract resulting from the acceptance of a bid.

IV. Form of Bid. Bids shall be submitted in triplicate in the form designated "Form of Bid", attached hereto. Erasures or other changes in the bid shall be explained or noted over the signature of the bidder. Each bid shall be complete and shall be duly executed in the name of the bidder by its proper officers or other persons authorized to execute and deliver the bid. The receipt of each and every addendum or amendment to this Invitation shall be acknowledged by appropriate notations in the spaces provided therefor in the Form of Bid. When requested by the Contracting Officer, satisfactory evidence of the authority of the officer signing on behalf of the bidder shall be furnished promptly. The Contracting Officer will not, after the time set for the receipt of bids, accept, either directly or indirectly, from bidders or from any person or persons acting for them, any communication or explanation, either oral or in writing, to explain or modify their bids in any way whatsoever, unless such communication or explanation is called for by the Contracting Officer.

V. Bid Deposits. All bids must be accompanied by a bid deposit in a sum equal to twenty-five (25) per cent of the amount of the bid which must be in the possession of the Administration by the time set for the opening of bids. Bidders who submit bids on more than one ship and who do not elect to furnish a bid bond, as provided below, should submit separate deposits in the amount required on each ship. However, if bids are submitted on more than one ship, with a statement that only a limited number will be accepted, the deposit need not exceed twenty-five (25) per cent of the largest bids submitted within such limited number. A bidder may, at its option, furnish as such bid deposit cash, certified or cashier's check made payable to "MARITIME ADM-COMMERCE", Letter of Credit or any other irrevocable instrument, all of which must be issued by or on a United States citizen financial

institution or U. S. Government securities, or a bid bond in the form of a United States commercial surety bond executed by a surety appearing on the United States Treasury Department list of acceptable sureties. All bid bonds shall contain the following condition: "NOW THEREFORE, if the Principal shall comply with all the terms and conditions of said bid, or in the event of failure to comply with all the terms and conditions of said bid, if the Principal shall pay to the Government an amount equal to the liquidated damages specified in the Invitation for Bids pursuant to which said bid was submitted, then the above obligation shall be null and void, otherwise to be and remain in full force and effect."

If the Buyer fails either to make full payment of the purchase price or to furnish the required performance bond, within the time specified therefor, the Buyer shall pay to the Contracting Officer, as liquidated damages and not as a penalty, an amount equal to the full amount of the bid deposit applicable to the ships with respect to which the Buyer is so in default.

The bid deposit of unsuccessful bidders will be returned as soon as practicable after the Contracting Officer's action on the bids received.

VI. Identification and Opening of Bids. (A) Each bid shall be enclosed in a sealed envelope and marked:

"Bid for the Purchase of the Ship(s) _____
pursuant to:

(1) Invitation for Bids No. PD-X-(Bidder: Insert Number and Date)

(2) Amendment No. _____ dated _____ "

(Listing the Invitation and any amendments by number and date)

and this envelope enclosed in another, marked "Bid Enclosed", and addressed to Secretary, Code 120, Maritime Administration, Washington, D. C. 20230. Bids will be received, publicly opened and read, at the times and places specified in the attached Schedule "A".

(B) (1) The Secretary or his representative, the officer who will open the bids, will decide when the time set for the opening of bids has arrived, and no bid received thereafter will be considered, except that, when a bid or modification thereof arrives by certified or registered mail after the time set for the opening of bids but before award is made and it is shown to the satisfaction of the Contracting Officer that the nonarrival on time was due solely to delay in the mails for which the bidder was not responsible, such bid may be received and considered. Telegraphic bids will not be considered, but modifications by telegraph of bids already submitted, including bids on ships not previously bid upon, will be considered if both the bid and the telegraphic modification thereto are received prior to the time set for the opening of bids. Bid modifications which increase the amount bid must provide for an increased bid deposit which must be received prior to the time set for the opening of bids. Telegraphic modifications received after the bid opening may be considered, if the Secretary determines that the late receipt of such modification was due solely to delay by the telegraph company. However, a late modification of an otherwise successful bid, whether by mail or telegram, shall be opened at the time it is received, and if in the judgment of the Contracting Officer it makes the terms of the bid more favorable to the Government it shall be considered.

(2) The Administration shall assume no responsibility for a bid which is not properly addressed and identified.

VII. Withdrawal of Bids. A bid may be withdrawn on written or telegraphic request to the Secretary from the bidder prior to the time fixed for the receipt of bids but not thereafter. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after the time fixed for the receipt of bids.

VIII. Award and Rejection of Bids. The Contracting Officer reserves the right to reject any and all bids, call for new bids, waive any informality in any bid and make such award or awards as he may deem most advantageous, or will best serve the purposes and policy of the Merchant Marine Act, 1936, as amended, or other applicable law.

IX. Terms of Sale. (A) Warranties. Each ship is offered for sale "as is, where is", exclusive of leased or licensed equipment, lead and other metallic ballast covered by Section IX (C) hereof, if any on board, and also exclusive of Government property covered by Section IX (H) hereof, but without warranty, guaranty, or representation as to seaworthiness, condition, description, tonnage, or otherwise. However, the bill of sale conveying title to the Buyer will fully warrant title and freedom from all liens.

(B) Responsibility for Ships. The Buyer of each ship shall assume all the risks of ownership thereof from the time the Buyer receives notice of acceptance of its bid, and the Administration shall not thereafter be liable for any loss thereof or damage thereto, either in whole or in part, nor will the Buyer be excused from performance or the purchase price be reduced by reason thereof.

(C) Payment of Purchase Price. The Buyer of each ship shall pay the full purchase price thereof in cash or by certified or cashier's check made payable to "MARITIME ADM-COMMERCE" on or before delivery thereof to the Buyer but in no event later than twenty-five (25) days from the date of award of such ship to the Buyer. In the absence of default by the Buyer in making payment of the full purchase price and furnishing the required performance bond, the bid deposit of the Buyer, if in the form of cash or check as set forth in Section V hereof, shall be applied in partial payment of the purchase price.

(D) Delivery of Ships. (1) The Administration will, without cost or expense to the Buyer, but at the risk of the Buyer, break each ship out from its present location and make such ship available fleetside for delivery to the Buyer, except for any of the ships offered under this Invitation which are located in the Mobile Reserve Fleet. All ships, including any located in the Mobile Reserve Fleet, will be made available for delivery to the Buyer on the date requested by the Buyer in writing which written request shall be received by the Administration not less than five (5) days in advance of each such requested date; provided, however, that the Administration shall not be liable for delay in making any ship available for delivery due to conditions beyond its control or conditions which by the exercise of reasonable diligence it was unable to prevent. The Administration shall not be obligated to break out or move the ships on Saturdays, Sundays, or Holidays.

With respect to any of the ships in the Mobile Reserve Fleet, the Buyer shall accept delivery of such ships at their moored location in the Fleet. The Administration will, however, without cost to the Buyer, furnish power and labor to raise the anchors to make a ship available for pickup and acceptance by the Buyer; provided, however, that the Administration shall not be liable for delay in furnishing such assistance due to conditions beyond its control or conditions which by the exercise of reasonable diligence it was unable to prevent. The Buyer must furnish his own labor, to take in and secure the towing hawser or bridle, and to release the ship from its mooring to the adjacent ship.

The burden of and responsibility for maneuvering ships out of such Fleet site shall be upon the Buyer. The Fleet Superintendent shall prescribe the order for withdrawal of the ships.

Each ship, including any located in the Mobile Reserve Fleet, will be delivered to the Buyer and the Buyer must accept such delivery within twenty-five (25) days from the date of award of the ships to the Buyer; provided, that if the Buyer purchases more than two (2) ships from one fleet, the Buyer shall be allowed an additional period of seven (7) days to run consecutively, for each ship purchased from one fleet in excess of two (2) ships, within which to accept such delivery, i.e., twenty-five (25) days for the first two (2) ships, thirty-two (32) days for the third ship, and so forth: Provided further, however, that in the event the Buyer is delayed in accepting delivery beyond the time specified therefor and the Contracting Officer is satisfied that such delay has been caused by conditions beyond the control of the Buyer, or if the Contracting Officer is satisfied that such delay has been caused by conditions which by the exercise of reasonable diligence the Buyer was unable to prevent, then the Contracting Officer shall grant the Buyer a written extension of time for accepting delivery for such period as in the judgment of the Contracting Officer shall be just, reasonable, and proper. The decision of the Contracting Officer as to the existence of the cause or causes of such delay, and also as to the extension of time which shall be granted, shall be final and conclusive upon the Buyer. Application for extension of time shall be filed in writing with the Contracting Officer within five (5) days from the time delivery is otherwise required to be accepted, unless the Contracting Officer shall extend the time in writing for the filing of such application.

(2) If the Buyer fails or refuses to accept delivery within the time specified therefor, or any extension thereof, the actual damages to the Administration for the delay will be difficult of ascertainment, and in lieu thereof the Buyer shall pay to the Contracting Officer, as liquidated damages and not as a penalty, the sum of Fifteen Dollars (\$15.00) per day, or fraction thereof, of delay per ship, and the Buyer and its Surety shall be liable for the amount thereof, provided, however, that in the event of such default or failure of the Buyer in accepting delivery, the Contracting Officer shall also have the right, upon giving ten (10) days written notice to the Buyer, (a) to store each ship elsewhere for the account and at the risk and expense of the Buyer, or (b) to rescind the sale, or (c) to resell each ship for the account of the Buyer upon such terms and conditions as he may deem proper, charging against the Buyer and its Surety in any of said cases (a), or (b), or (c) any excess cost occasioned the Administration thereby, together with any liquidated damages accrued on account of such default or failure. The exercise by the Contracting Officer of one or more of the rights herein specified will not preclude the Contracting Officer from exercising any other rights he may have against the Buyer.

(3) The Buyer of each ship and its Surety shall be liable for any physical damage to the United States Government's property, and expenses incidental thereto, caused by and occurring during any part of the removal operations of the Buyer. The Buyer shall repair the damage, or have the damage repaired to the satisfaction of the Contracting Officer; or, the Buyer shall pay to the Contracting Officer an amount of money sufficient to cover the entire costs of the damage and all expense incident thereto, as determined by the Contracting Officer. The Contracting Officer shall have the sole and exclusive right to determine whether he will allow the Buyer to repair the damage or pay the Contracting Officer for such repairs as aforesaid.

(E) Ships not to be Operated or Used as a Means of Transportation - Condition 1.

(1) The sale of each ship under Condition 1 shall be subject to the following condition which forms a substantial part of the consideration for the sale of such ship:

The Buyer shall not at any time use or operate the ship, nor cause or permit same to be used or operated, as a means of transporting passengers or cargo.

(2) The failure of the Buyer to comply with said Condition will cause the Administration substantial damage, and the amount of such damage will be difficult of ascertainment. In order to protect itself against indefiniteness and uncertainty of liability, the Buyer agrees:

- (a) In the event of default as to a ship under the preceding paragraph (1) of this Section IX (E), the Buyer shall pay to the Contracting Officer, as liquidated damages and not as a penalty, in addition to any other sum or sums payable hereunder, the sum of Five Hundred Dollars (\$500.00) for each ship for each day the Buyer shall be in default as to such ship for a period of thirty (30) days (cumulative or consecutive); and
- (b) In case such default shall exceed a total of thirty (30) days (cumulative or consecutive) in respect to any ship there shall be a total default hereunder with respect to such ship, whereupon the Buyer shall pay to the Contracting Officer, as liquidated damages and not as a penalty, in addition to any other sum or sums payable hereunder, a lump sum amount of Thirty-Five Thousand Dollars (\$35,000.00).

The payment of liquidated damages as herein provided, however, shall not prevent the Contracting Officer from terminating this contract as hereinafter provided. Neither shall such payment entitle the Buyer to use or operate any ship, or cause or permit such ship to be used or operated as a means of transportation in violation of paragraph (1) above, nor be a waiver of the covenants and agreements to be performed and observed by the Buyer hereunder.

(3) In the event:

- (a) The Buyer shall use or operate any ship, or cause or permit same to be used or operated in violation of paragraph (1) of this Section IX (E) and such operation shall exceed thirty (30) days (cumulative or consecutive); or
- (b) The Buyer shall fail to pay liquidated damages as herein provided;

then, and upon the occurrence of either or both of such events, the Contracting Officer may terminate this contract as to further performance by written notice to be served upon the Buyer either personally or by leaving said notice at the Buyer's principal office with the officer or agent in charge thereof, or by service upon the Master, if any, aboard such ship, and thereupon the Buyer shall cease to have any interest in the ship, or any parts thereof, or hereunder, and shall cease to have any benefits from the further continuation of this contract. The Buyer agrees that such termination shall not release the Buyer and/or its Surety from the payment of liquidated damages but that the Buyer and its Surety shall be liable to pay the liquidated damages that are due and payable as herein provided, from the Buyer to the Contracting Officer at the time of service of said written notice.

(4) In the event this contract is terminated as to further performance with respect to any ship, as above provided, the Buyer agrees that it will

forthwith upon receipt of directions from the Contracting Officer surrender to the Contracting Officer the actual possession of such ship and all parts thereof, and deliver to the Contracting Officer a properly executed bill of sale conveying the ship and all parts thereof to the Administration with full warranty of title and freedom from all liens.

(5) It is agreed by the Buyer that the purchase of any or all of the ships under the provisions of Condition 1 contemplates that the Buyer will use such ships within the limitations therein prescribed; however, should the Buyer at any time after taking delivery of any ship determine for any reason that the ship shall be scrapped, such action shall be taken under the following conditions:

- (a) The Buyer shall promptly notify the Contracting Officer of such determination and the contemplated date of commencement and place of scrapping; and
- (b) Such scrapping shall be performed under the provisions of Section IX (F) of this Invitation, within the United States of America, within twenty-four (24) months after such determination.

(F) Scrapping of Hulls of Ships. - Condition 2. (1) The sale of each ship under Condition 2 shall be subject to the following conditions which form a substantial part of the consideration for the sale of such ship:

- (a) The Buyer shall, within twenty-four (24) months after the date of delivery, scrap the hull of the ship, within the United States of America, as "scrap" is defined in Section 1, unless the ship is lost at sea or otherwise destroyed;
- (b) The Buyer shall not at any time operate any ship, or cause or permit same to be operated, and shall not carry on the ship, or cause or permit to be carried on same, any cargo or passengers for its own account or for the account of others, or use the ship, or cause or permit same to be used for any commercial purpose whatsoever, while moving the ship from its present location to the plant or yard at which the hull is to be scrapped, or at any other time;
- (c) Neither the ship, nor any parts thereof, shall be permitted to become a menace or obstruction to navigation either while being moved or while the hull thereof is being scrapped as aforesaid, and in the event that the ship, or any parts thereof, shall at any time become a menace or obstruction to navigation, the Buyer shall, at its own cost and expense, remove the same forthwith, and upon its failure so to do the Contracting Officer may, through any agent or agencies he may designate, remove said menace or obstruction at the cost and expense of the Buyer and/or its Surety, but no obligation shall be imposed upon the Administration to remove same.

(2) In the event the Buyer is delayed in scrapping the hull of a ship in the manner aforesaid, and the Contracting Officer is satisfied that such delay has been caused by conditions beyond the control of the Buyer, or if the Contracting Officer is satisfied that such delay has been caused by conditions which by the exercise of reasonable diligence the Buyer was unable to prevent, then the Contracting Officer shall, by consent in writing, extend the time for scrapping

same for such period as in the judgment of the Contracting Officer shall be just, reasonable and proper. The decision of the Contracting Officer as to the existence of the cause or causes of such delay, and also as to the extension of time which shall be allowed, shall be final and conclusive upon the Buyer. Applications for extension of time shall be filed in writing with the Contracting Officer not later than sixty (60) days after the happening of the event causing the delay, unless the Contracting Officer shall extend the time in writing for the filing of such application.

(3) The obligations to be performed by the Buyer under the provisions of this Section IX (F) and in the manner set forth are primary considerations for the sale of each ship, and time is of the essence in the performance of such obligations. The failure of the Buyer to perform any such obligations in the manner set forth and within the time specified therefor, or any extension thereof, will cause the Administration substantial damage, and the amount of such damage will be difficult of ascertainment. In order to protect itself against indefiniteness and uncertainty of liability, the Buyer agrees:

- (a) In the event the Buyer shall at any time operate or use any ship, or cause or permit same to be operated or used, the Buyer shall pay to the Contracting Officer, as liquidated damages and not as a penalty, in addition to any other sum or sums payable hereunder, the sum of Five Hundred Dollars (\$500.00) for each ship, for each day such ship is in operation or use;
- (b) In the event the Buyer shall fail, neglect, or refuse to scrap the hull of any ship in the manner herein provided and within the time herein specified, or any extension thereof the Buyer shall pay to the Contracting Officer as liquidated damages and not as a penalty, in addition to any other sum or sums payable hereunder, the sum of One Hundred Dollars (\$100.00) for each ship, for each day the Buyer shall so be in default as to such ship, for a maximum of one hundred eighty (180) days;
- (c) In the event the Buyer shall fail, neglect, or refuse to scrap the hull of any ship in the manner herein provided and within the period of one hundred eighty (180) days specified in subsection (3) (b) above, then there shall be a total default, whereupon the Buyer shall pay to the Contracting Officer, as liquidated damages and not as a penalty, in addition to any other sum or sums payable hereunder, a lump sum amount of Twenty-Five Thousand Dollars (\$25,000.00) for each ship, which is not completely scrapped in the manner herein provided; and
- (d) In the event the Buyer shall scrap the hull of any ship outside the United States of America, the Buyer shall pay to the Contracting Officer, as liquidated damages and not as a penalty, in addition to any other sum or sums payable hereunder, the sum of Fifty Thousand Dollars (\$50,000.00) for each ship whose hull is scrapped outside the United States of America.

The payment of liquidated damages as herein provided, however, shall not prevent the Contracting Officer from terminating this contract as hereinafter provided. Neither shall such payment entitle the Buyer to operate or use any ship or to cause or permit same to be operated or used, nor be a waiver of any of the obligations or agreements to be performed by the Buyer hereunder.

(4) In the event that :

- (a) The Buyer shall operate any ship, or cause or permit same to be operated; or
- (b) The Buyer shall carry on any ship, or cause or permit to be carried on same, any cargo or passengers for its own account or for the account of others, or use the ship, or cause or permit same to be used, for any commercial purpose whatsoever; or
- (c) The Buyer shall cause or permit any ship, or any parts thereof, to become a menace or obstruction to navigation and not removed as aforesaid; or
- (d) The Buyer shall fail, neglect or refuse to scrap the hull of any ship in the manner herein provided, and within the time hereinabove specified; or
- (e) The Buyer shall scrap the hull of any ship outside the United States of America; or
- (f) The Buyer shall fail to pay liquidated damages as herein provided;

then, and upon the occurrence of any one or more of such events, the Contracting Officer may terminate this contract as to further performance by written notice to be served upon the Buyer either personally or by leaving said notice at the Buyer's principal office with the officer or agent in charge thereof, or by service upon the Master, if any, aboard any such ship, and thereupon the Buyer shall cease to have any interest in the ship, or any parts thereof, not scrapped as herein provided, and shall cease to have any benefits from the further continuation of this contract. The Buyer agrees that such termination shall not release the Buyer and/or its Surety from the payment of liquidated damages, but that the Buyer and its Surety shall be liable to pay the liquidated damages that are due and payable, as herein provided, from the Buyer to the Contracting Officer at the time of service of the said written notice.

In the event this contract is terminated as to further performance with respect to any ship, as above provided, the Buyer agrees that it will forthwith upon receipt of directions from the Contracting Officer surrender to the Contracting Officer the actual possession of such ship, or any parts thereof, not scrapped as herein provided, and deliver to the Contracting Officer a properly executed bill of sale for each such ship conveying the ship, or any parts thereof, not scrapped as herein provided, to the Administration with full warranty of title and freedom from all liens.

(G) Ballast. (1) All lead and other metallic ballast of any kind (including metals capped or floored with concrete or readily separable therefrom but excluding metals intermixed with concrete) contained on any ship shall remain the property of the Administration.

- (a) Ships Purchased under Condition 1. Prior to placing a ship in nontransportation use, as permitted in the case of purchase under Condition 1, but in no event later than six (6) months after date of delivery (unless extended by the Contracting Officer for good cause shown), the Buyer shall make full and complete inspection satisfactory to the Contracting Officer to determine all such metallic ballast

on board any ship purchased by it. Upon such inspection, the Buyer agrees to immediately certify to the Contracting Officer the amount and kind of all such metallic ballast and, as determined by the Contracting Officer, either to purchase same from the Contracting Officer at the prevailing market value thereof, or to remove and deliver said ballast to the Government at the site of the ship, all at the Buyer's risk and expense. If it is determined that no such ballast is on board any ship purchased under Condition 1, the Buyer shall furnish the Contracting Officer with a certificate to that effect.

- (b) Ships Purchased under Condition 2. During the process of scrapping, as required in the case of purchase under Condition 2, the Buyer shall remove all such metallic ballast from any ship purchased by it, at its own risk and expense. Upon such removal, the Buyer agrees to forthwith determine and certify to the Contracting Officer the amount and kind of all such ballast and, as determined by the Contracting Officer, either to purchase same from the Contracting Officer at the prevailing market value thereof, or to deliver same to the Government at a location on the scrapping site suitable for commercial loading and agreeable to the Contracting Officer. If no such ballast is on board any ship purchased under Condition 2, the Buyer shall furnish the Contracting Officer with a certificate to that effect.

(2) In order to enable the Administration's representative or representatives to be present at the time of removal of any ballast covered by this Section IX (G), the Buyer shall give the Administration not less than forty-eight (48) hours advance notice of the removal of any such ballast. Such advance notice shall be directed to the Maritime Administration's Region Office having jurisdiction over the area in which the ballast will be removed. Listed below are the appropriate addresses of the three respective Region Offices:

Eastern Region Director
Region Ship Repair and Maintenance Office
37th Floor Federal Bldg., 26 Federal Plaza
New York, New York 10007

Central Region Director
Region Ship Repair and Maintenance Office
P. O. Box 52948, New Orleans, Louisiana 70152

Western Region Director
Region Ship Repair and Maintenance Office
450 Golden Gate Avenue, Box 36073
San Francisco, California 94102

(H) Items Excluded from Sale. All rectifiers, rheostats, junction boxes, switches, and electric cable used in the Fleet's cathodic protective systems, and demountable crosswalks, if any, on board any ship, shall remain the property of the Administration. All such property will be removed from the ship by the Administration prior to delivery of any ship to a Buyer.

(I) Inspection. The Buyer shall permit the Administration or representatives thereof to inspect any ship purchased by it and the Buyer's operations in connection therewith at all reasonable times upon request, for such purpose as the Administration or representatives thereof may deem necessary or appropriate in order to determine or verify compliance by the Buyer with all applicable terms and conditions hereof.

(J) Demilitarization of Ordnance Equipment. (1) The Buyer shall, without cost or expense to the Government, demilitarize Ordnance Equipment (Military Equipment) aboard any ship, as described on Schedule "A" hereof, and any other property classified as Ordnance Equipment (Military Equipment) not specifically designated in Schedule "A" but which requires demilitarization, within twelve (12) months after date of delivery of such ship to the Buyer, or within such additional time as may be allowed by the Contracting Officer for good cause shown. Prior to demilitarization, the Buyer shall notify the Contracting Officer in writing of the location at which the demilitarization operation will be performed.

With respect to Ordnance Equipment (Military Equipment), the key points to be demilitarized are:

all tubes and gun barrels, launching rails, receivers, breech blocks, breech rings, trunnion blocks, firing mechanisms, equilibrators and recoil mechanisms, as applicable.

The Buyer shall accomplish demilitarization of Ordnance Equipment (Military Equipment) in the following manner:

1. Artillery tubes and gun barrels will be cut in two at a point approximately one-third tube length from the breech face of the tube.
2. Mortar tubes and rocket launchers, including launching rails, will be cut, crushed, or broken to render them nonreclaimable.
3. Receivers, trunnion block bodies or frames, breech blocks and firing mechanisms, as applicable, will be cut, battered, or crushed to render them nonreclaimable.
4. Breech rings will be cut into two or more pieces.

WARNING: DEMILITARIZATION OF EQUILIBRATORS AND RECOIL MECHANISMS MUST BE ACCOMPLISHED BY TECHNICALLY QUALIFIED PERSONNEL ONLY.

Upon completion of the required demilitarization, if any, the resultant material shall be retained by the Buyer as Ordnance scrap. The Buyer agrees to furnish the Contracting Officer a certificate, in form satisfactory to the Contracting Officer, indicating that the Ordnance Equipment covered by this Section IX (J) has in fact been demilitarized by the Buyer in accordance with the terms hereof. The Government reserves the right, however, to perform additional mutilation of the demilitarized items, as deemed necessary, by its own personnel, or otherwise, at no cost to the Buyer.

(2) In the event the Buyer shall fail, neglect, or refuse to demilitarize the Ordnance Equipment listed in Schedule "A", as applicable to any ship purchased, in the manner and to the extent herein required, the Government, upon a ten (10) day written notice of default to the Buyer (calculated from date of mailing), shall have the right to enter the premises of the Buyer and either with its own personnel or by contract complete demilitarization of the aforesaid Ordnance Equipment. In the event the Government exercises this option, the Buyer shall be liable to the Government for all direct and indirect costs incurred in the completion of the demilitarization and, in no event, will any part of the purchase price of any ship be refunded to the Buyer by reason of the exercise of this option.

(K) Inventory. The Buyer or his authorized representative, accompanied by a representative of the Administration from the area in which the ship is located, will be required to determine that the items of Ordnance Equipment requiring demilitarization, as provided in Section IX (J) and Schedule "A" hereof, are on board such ship and to sign a receipt for such items prior to removal of any ship from its present location.

(L) Performance Bond. The Buyer shall furnish to the Contracting Officer on or before delivery of each ship purchased by it, but in no event later than twenty-five (25) days from the date of award of such ship to the Buyer, its bond in a sum equal to Fifty Thousand Dollars (\$50,000.00) for each ship purchased to secure the faithful performance and observance of all the agreements, covenants and conditions to be performed and observed by the Buyer hereunder. The aforesaid bond may be in the form of a United States commercial surety bond, or U.S. Government securities, or an irrevocable Letter of Credit issued by a United States citizen financial institution, or other form of United States security satisfactory to the Contracting Officer. Such bond shall continue for the period of time specified below:

(a) Purchase under Condition 1.

Ten (10) years from the date of delivery of the ship to the Buyer;

(b) Purchase under Condition 2.

Until the Buyer completely dismantles the hull of the ship in accordance with Section IX (P) (1) hereof and submits evidence to the Contracting Officer to satisfactorily establish full and complete performance and observance of all the applicable terms and conditions of sale set forth in the aforesaid Section IX (P) (1).

In connection with paragraph (a) immediately above, the Contracting Officer will, if a ship is lost, destroyed or otherwise disposed of so as to preclude, in the decision of the Contracting Officer, the operation or use of such ship in violation of Section IX (E) (1) hereof, consent to a sooner termination of the bond applicable to such ship, provided the Buyer is not in default in the performance and observance of any of the agreements, covenants and conditions to be performed and observed by the Buyer hereunder. Notwithstanding the termination of liability under the bond, as hereinabove provided, the restriction against use of such ship as a means of transportation, if purchased under Condition 1 and as set forth in Section IX (E) (1) hereof, shall continue without limitation of time.

(M) Sale or Assignment. The Buyer shall neither sell nor assign any of its rights or obligations hereunder, nor resell any ship purchased by it, without the prior written consent of the Contracting Officer. For so long as the Performance Bond, required by Section IX (L) hereof, remains in full force and effect, no application for resale or assignment shall be eligible for consideration unless the new owner or assignee can qualify as a citizen of the United States within the meaning of and as defined in Section 2 of the Shipping Act, 1916, as amended.

(N) Successors and Assigns. All the covenants, stipulations, and agreements herein contained are and shall be binding upon the respective heirs, administrators, executors, successors and assigns, if any, of the Buyer and of the Administration.

(O) Beneficiaries. No member of or delegate to Congress, nor Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom except that this provision shall not apply to this contract if made with a corporation for its general benefit. No member of or delegate to Congress, nor Resident Commissioner, shall be employed by the Buyer, either with or without compensation, as an attorney, agent, officer, or director (Sec. 805 (e), Merchant Marine Act, 1936).

(P) Contingent Fees. The Buyer warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the Buyer for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or in its discretion to require the Buyer to pay, in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

(Q) Environmental Pollution. Bidders are cautioned that they are subject to all applicable laws, ordinances and regulations with respect to environmental pollution during the processing or use of material purchased from the Administration under this Invitation.

(R) Radioactive Material. Buyers are warned that some property such as, but not limited to, switches, circuit breakers, knobs, controls, pointers, instrument dials, markers, et cetera, aboard ships purchased under this Invitation may be capable of emitting ionizing radiation in varying degrees. Various electron tubes may also be capable of emitting ionizing radiation in varying degrees. The Government assumes no liability for damages to the property of the Buyer or for personal injuries, disabilities or death to the Buyer or the Buyer's employees or to any other person arising from or incident to the purchase of this material or its use or disposition. The Buyer shall hold the Government harmless from any or all such demands, suits, actions, or claims of whatsoever nature arising from or out of the purchase of this material. As a safety precaution, the Buyer should also warn the future possessor or user of this property that it may be capable of emitting ionizing radiation.

UNITED STATES OF AMERICA
By: DEPARTMENT OF COMMERCE
MARITIME ADMINISTRATION

By: (MISS) C. B. PFEFFER
Chief, Fleet Disposal Branch
Division of Reserve Fleet

USCOMM-MA-DC

SCHEDULE "A"
(Invitation for Bids No. PD-X-932)

- NOTE: (1) : The ships listed in this Schedule will not be available for inspection on Saturdays, Sundays or legal Holidays.
- NOTE: (2) : Bids will be received until 2:30 p.m., Eastern Standard Time, March 23, 1972, by the Secretary, Maritime Administration. Bids will be publicly opened and read at 2:30 p.m., Eastern Standard Time, on said date at the offices of the Maritime Administration, Room 3710, Commerce Building, 14th Street between E & Constitution Avenue, N. W., Washington, D. C. 20230.

NOTE: (3) : BIDS SHOULD BE:

MAILED TO:

Secretary, Maritime Administration
Code 120
Washington, D. C. 20230

HAND DELIVERED TO:

Secretary, Maritime Administration
Rm. 3099B, Commerce Building
14th Street between E. & Constitution
Avenue, N. W., Washington, D. C.

ATLANTIC COASTJames River, Virginia, Reserve Fleet

<u>Ship</u>	<u>O.N.</u>	<u>Type</u>	<u>Fixed Ballast</u>	<u>Fuel Reported Aboard(Approx.)</u>
GTS JOHN SERGEANT	242,125	EC2-G-8r	Cement	38 Bbls. Bunker "C"
MV MORMACDALE	241,300	C1-A	None	None
MV THOMAS NELSON	241,597	EC2-M-8b	Cement	285 Bbls. Diesel
SS MASSMAR	246,328	EC2-S-C1	None	90 Bbls. Bunker "C"
SS MATTHEW LYON	243,284	EC2-S-C1	Crushed Rock & Poured Cement	363 Bbls. Bunker "C"
SS WALTER WELLMAN	246,588	EC2-S-C1	Poured Cement	850 Bbls. Bunker "C"

For permission to inspect, apply to Mr. Kenneth W. Fritsche, Fleet Superintendent, James River Reserve Fleet, P. O. Box 627, Ft. Eustis, Virginia 23604 (Telephone: 887-3233/3234, Area Code 703).

GULF COASTMobile, Alabama, Reserve Fleet

SS CAPE CORWIN	243,039	C1-A	None	887 Bbls. Bunker "C"
SS CAPE JOHN	245,368	C1-B(t)	Concrete	785 Bbls. Bunker "C"
SS KNUTE ROCKNE	243,479	EC2-S-C1	None	979 Bbls. Bunker "C"

For permission to inspect, apply to Mr. Thomas I. McFarland, Facilities, Superintendent, Mobile Reserve Fleet, Bay Minette, Alabama 36507 (Telephone 937-2071, Area Code 205.)

Beaumont, Texas, Reserve Fleet

SS JOSEPH M. CARRY	244,467	EC2-S-C1	None	947 Bbls. Bunker "C"
SS NATHANIEL SILSBEE	246,009	EC2-S-C1	None	968 Bbls. Bunker "C"
SS WALT WHITMAN	241,760	EC2-S-C1	None	886 Bbls. Bunker "C"

For permission to inspect, apply to Mr. Jules V. Bech, Fleet Superintendent, Beaumont Reserve Fleet, P. O. Box 6355, Beaumont, Texas 77705 (Telephone 835-3337, Area Code 713).

PACIFIC COAST 1/Olympia, Washington, Reserve Fleet

<u>Ship</u>	<u>O.N.</u>	<u>Type</u>	<u>Fixed Ballast</u>	<u>Fuel Reported Aboard (Approx.)</u>
SS BEDFORD VICTORY	246,729	VC2-S-AP2	None	620 Bbls. Bunker "C"
SS BLUE ISLAND VICTORY	247,030	VC2-S-AP2	None	1,218 Bbls. Bunker "C"
USNS MARQUETTE (LKA-95)	-	C2-S-31	1,192 tons Magnetite & Cement	6,867 Bbls. Diesel
SS NEW ROCHELLE VICTORY	248,656	VC2-S-AP2	None	1,086 Bbls. Bunker "C"
MV SAILOR'S SPLICE	247,481	C1-M-AV1	None	130 Bbls. Diesel
SS WEST LINN VICTORY	247,138	VC2-S-AP3	None	784 Bbls. Bunker "C"
SS BRANDON VITORY	247,614	VC2-S-AP2	None	202 Bbls. Bunker "C"
SS CLOVIS VICTORY	246,276	VC2-S-AP3	None	662 Bbls. Bunker "C"
SS KINGSTON VICTORY	247,424	VC2-S-AP2	Cement	203 Bbls. Bunker "C"
				180 Bbls. Diesel
SS WALTHAM VICTORY	248,510	VC2-S-AP2	None	612 Bbls. Bunker "C"

For permission to inspect, apply to Mr. Carl H. C. Johnson, Fleet Superintendent, Olympia Reserve Fleet, Rt. 3, Box 980, Olympia, Washington 98501 (Telephone: 943-7200, Ext. 1487, Area Code 206).

1/ Notwithstanding the provisions of Section IX (H) of the Invitation, all wooden demountable crosswalks, if any, aboard the above-listed ships in the Olympia Reserve Fleet will be included with the ships in the sale.

NOTE: (4) :

DESCRIPTION OF SHIPSEC2-S-C1 (Standard Liberty)

Dimensions (molded)	: Length 417' 8 3/4", Beam 56' 10"; Depth 37' 4"
Tonnages	: Gross 7176; Net 4380; DWT 10,800; Displ. 14,200
Propulsion	: 3 Cyl. Triple Expansion, IHP 2500

EC2-G-8f (ex-steam) - JOHN SERGEANT

Dimensions (molded)	: Length 442' 4"; Beam 56' 10 3/4"; Depth 37' 4 1/2";
Tonnages	: Gross 7280; Net 4481
Propulsion	: Gas Turbine; SHP 6600

EC2-M-8b (ex-steam) - THOMAS NELSON

Dimensions (molded)	: Length 422' 4"; Beam 56' 10 3/4"; Depth 37' 4 1/2";
	Draft 26' 7 1/2"
Tonnages	: Gross 7259; Net 4475; DWT 8651; Displ. 4714
Propulsion	: 2 Oil Engs; 7 Cyl.; BHP 6250

C1-A (CAPE CORWIN)

Dimensions (molded)	: Length 390'; Beam 60'; Depth 37' 8 5/8";
	Draft 23' 6 3/4"
Tonnages	: Gross 5124; Net 2851; Displ. 11,090
Propulsion	: 2 Cyl. Steam Turbine, SHP 4400

C1-B(t) (CAPE JOHN)

Dimensions (molded)	: Length 395'; Beam 60'; Depth 37' 8 3/4";
	Draft 27' 7 3/8"
Tonnages	: Gross 6711; Net 3931; DWT 8777; Displ. 12,875
Propulsion	: 2 Cyl. Steam Turbine, SHP 4400

C1-M-AV1 (SAILOR'S SPLICE)

Dimensions (molded) : Length 321' 4"; Beam 50'; Depth 29';
Draft 23' 5"
Tonnages : Gross 3805; Net 2123; DWT 5965; Displ. 8365
Propulsion : Oil Engine, 6 Cyl., BHP 1700

C2-S-B1 (MARQUETTE - LKA-95)

Dimensions : LOA 459' 2"; Extreme Beam 63'; Present
Draft - Fwd. 12'; Aft 19' 4"
Displacement(tonnages) : Light Load 7,430; Full Load 12,800
Propulsion : General Electric Turbine; SHP 6,000

VC2-S-AP2

Dimensions (molded) : Length 436' 6"; Beam 62'; Depth 38'
Tonnages : Gross 7607; Net 4551; Dwt. 10,854; Displ. 15,199
Propulsion : 2 Cyl. Steam Turbine; SHP 6600

VC2-S-AP3 (WEST LINN VICTORY and CLOVIS VICTORY)

Dimensions (molded) : Length 436' 6"; Beam 62'; Depth 38'
Present Draft-(WEST LINN VICTORY)-Fwd 7'8";
Aft 12'10"; (CLOVIS VICTORY)- Fwd 7'10"; Aft 12'6"
Tonnages : Gross 7606; Net 4549; Dwt 10,636; Displ. 15,199
Propulsion : 2 Cyl. Steam Turbine; SHP 9350

(All fuel, dimensions and tonnages are approximate)

NOTE: (5) : Pertinent comments and extra equipment apply to the following ships:

SS CAPE JOHN

No. 3 Hold - 14" solid concrete - approximately 275 tons.

USNS MARQUETTE (LKA-95)

1 ea. 290 KW emergency generator
Accommodations for 247 men.

SS BRANDON VICTORY and SS KINGSTON VICTORY

Both ships are ex-WSA Troopers

SS MATTHEW LYON (ex-Trooper)

No propeller
Spare radio equipment
Extra winches
Machine shop with tools
Converters D.C. to A.C.
Excess spare parts throughout ship

NOTE: (6) : Demilitarization of Ordnance Equipment

Listed below are the items of Ordnance Equipment (military Equipment) aboard certain of the ships covered by this Invitation which are subject to the requirements of Section IX (J) of the Invitation and which must be demilitarized by the Buyer in accordance with the terms thereof.

USNS MARQUETTE (LKA-95)

1 ea. 5" 38 Gun Mount
10 ea. 40mm Gun Barrels
16 ea. 20mm Gun Barrels

Explanatory Notes:

(1) All items of machinery, equipment and material (except leased or licensed equipment, excluded metallic ballast and Government property covered by Sections IX (G) and (H) of the Invitation), consumable stores and fuel, if any, on board are included with the ships in the sale and the value thereof will be considered included in the price bid for the ships.

(2) Ballast which is excluded from the sale by Section IX (A) of the Invitation and which is subject to the provisions of Section IX (G) thereof, includes, but without limitation otherwise, all metallic items or material, regardless of kind, used as ballast on the ships.

THIS SALE IS TO UNITED STATES CITIZENS UNDER ALTERNATIVE
CONDITIONS: (1) FOR A STRICTLY NONTRANSPORTATION USE; OR
(2) FOR SCRAPPING PURPOSES. EACH BIDDER IS CAUTIONED AND
URGED TO INSPECT THE SHIPS AND TO RELY SOLELY ON HIS OWN
INSPECTION FOR THE PREPARATION OF HIS BID.

U. S. DEPARTMENT OF COMMERCE
MARITIME ADMINISTRATION

BILL OF SALE

SS MASSMAR

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, that the UNITED STATES OF AMERICA, represented by the SECRETARY OF COMMERCE, acting by and through the ASSISTANT SECRETARY OF COMMERCE FOR MARITIME AFFAIRS, the sole owner of the Ship hereinbelow more particularly identified, and having the general characteristics set forth hereinbelow as follows:

Name: SS MASSMAR
Official Number: 246,328
Basic Design: EC2-S-C1
Year Built: 1944
Dimensions: Molded-417' 6 3/4" x 56' 10 3/4" x 37' 4", Draft 27' 9 1/2"
Tonnage: Gross - 7135 Net - 4365
Propulsion: 3 Cyl., TB, IHP 2500
Where Located: James River, Va., Reserve Fleet

Invitation for Bids No. PD-X-932 dated February 25, 1972
Contract No. MA-6638 dated March 23, 1972
Buyer: Horton Industries
Street Address: P. O. Box 1285, U. S. 421 North
City: Wilmington, N. C. 28401
Incorporation: North Carolina

for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States of America, to it in hand paid before the sealing and delivery of these presents by the above-named Buyer, and other good and valuable consideration, the receipt of both of which it does hereby acknowledge and is therewith fully satisfied, contented and paid, has bargained and sold, and by these presents does bargain and sell unto the Buyer, its successors and assigns, all the right, title and interest of the United States of America in and to the Ship, together with all her engines, boilers, masts, sails, boats, anchors, cables, tackle, furniture, and all other necessities thereto appertaining and on board the Ship, but exclusive of leased or licensed equipment, if any, and exclusive of any other property or ballast, if any, as provided for in the above-identified Contract of Sale and Invitation for Bids;

TO HAVE AND TO HOLD the Ship and appurtenances thereunto belonging unto it, the said Buyer, its successors and assigns forever to the sole and only proper use, benefit, and behoof of the said Buyer and its successors and assigns, and the United States of America hereby expressly makes no warranty, guaranty, or representation as to seaworthiness, description, capacity, condition, tonnage, or otherwise concerning said Ship and appurtenances, except that the United States of America, represented as aforesaid, has promised, covenanted and agreed, and by these presents does hereby promise, covenant and agree for itself and assigns, to and with the said Buyer, its successors and assigns, to warrant and defend the title in and to the said Ship and all appurtenances against all and every person or persons whomsoever, and also warrants that the said Ship and appurtenances are free and clear of all liens and encumbrances;

TITLE to the aforesaid Ship is being transferred to the Buyer by this Bill of Sale pursuant to the terms and provisions of the Contract of Sale and Invitation for Bids, which provide, among other things, that the said Buyer shall, within ~~twenty-four~~ (24) months after date of delivery, scrap the hull of the Ship within the United States, and, that said Buyer shall not resell the Ship without the prior written consent of the United States of America, represented as aforesaid;

April , 1972.

By: SECRETARY OF COMMERCE
ASSISTANT SECRETARY OF COMMERCE
FOR MARITIME AFFAIRS

By: W. J. G. J. G.
Chief, Fleet Disposal Branch
Division of Reserve Fleet

APPROVED AS TO FORM:

Assistant General Counsel
Maritime Administration

ACKNOWLEDGEMENT

CITY OF WASHINGTON)
) SS:
DISTRICT OF COLUMBIA

I, the undersigned, a Notary Public in and for the District of Columbia, do hereby certify that **C. E. PFEFFER** who executed the foregoing Bill of Sale is personally well known to me to be the Chief, Fleet Disposal Branch, Division of Reserve Fleet of the Maritime Administration, U. S. Department of Commerce; that she personally appeared before me in the said District of Columbia; that she is the person who executed the aforesaid Bill of Sale and acknowledged to me that she executed the same in her aforesaid official capacity; and that the same is the free and voluntary act and deed of the UNITED STATES OF AMERICA, represented by the SECRETARY OF COMMERCE, acting through the ASSISTANT SECRETARY OF COMMERCE FOR MARITIME AFFAIRS, and of herself as said official of the MARITIME ADMINISTRATION, U. S. DEPARTMENT OF COMMERCE, for the uses and purposes expressed therein.

GIVEN under my hand and seal this 4th day of April, 1972.

Ann M. Thompson
Notary Public

(3KAL)

USCOMM-MA-DC

February 6, 1974

Fidelity and Deposit Company of Maryland
Baltimore, Maryland

Horton Industries, Inc.
P. O. Box 1285
US 421 North
Wilmington, North Carolina 28401

Gentlemen:

Subject: Performance Bond - \$50,000.00
Contract No. MA-6638 (PD-X-932)

The subject Bond executed as of March 28, 1972 secures the obligations of Horton Industries, Inc. under Contract No. MA-6638 covering the sale and scrapping of the SS MASSENA.

Based upon certified evidence currently presented to us by Horton Industries, Inc., all the obligations and agreements set forth in said Contract, with respect to the SS MASSENA, have now been performed and observed. Accordingly, the Principal, Horton Industries, Inc., may be released from further liability under Contract No. MA-6638, and both the Principal and the Surety, Fidelity and Deposit Company of Maryland, may be considered fully released under the subject Bond.

Sincerely,

J. C. Fernandez
J. C. FERNANDEZ
Chief, Fleet Disposal Branch
Division of Reserve Fleet

cc:
321-Griffin
743
743.1
2700

743.1:AMFoltz/sll 2-6-74

HORTON INDUSTRIES

1-CONTRACT: 3/28/72 MA-6638 sale
of the SS MASSMAN, bill
of sale, Performance bond
for \$50,000, executed by
Fidelity and Deposit
Company of Maryland

Attest:	Corporate Principal HORTON INDUSTRIES, INC.	
State in which Principal is Incorporated North Carolina	By <u>[Signature]</u> Title <u>[Signature]</u>	Affix Corporate Seal

In Presence of:

WITNESS INDIVIDUAL, PRINCIPAL OR PRINCIPALS

1. _____ as to _____ (Seal)

2. _____ as to _____ (Seal)

Attest:	Corporate Surety FIDELITY AND DEPOSIT COMPANY OF MARYLAND	
State in which Surety is Incorporated Maryland	By <u>[Signature]</u> Title Attorney-in-Fact	Affix Corporate Seal

In Presence of:

WITNESS INDIVIDUALS AS SURETIES

1. _____ as to _____ (Seal)

2. _____ as to _____ (Seal)

The rate of premium on this bond is \$15.00 per thousand.

Total amount of premium charges, \$ 750.00

(The above must be filled in by Corporate Surety)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, R. T. Horton, certify that I am the Sec.-Treas. ~~XXXX~~ of the corporation named as Principal in the within bond; that G. K. Horton, who signed the said bond on behalf of the principal, was then President of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

[Signature] (Corporate)
(Seal)

Approvals - Maritime Administration

By [Signature] (for) (General Counsel) (Date) By _____ (for) (Comptroller) (Date)

INSTRUCTIONS

1. The name, including full Christian name, and residence of each individual party to the bond shall be inserted in the body thereof, and each such party shall sign the bond with his usual signature on the line opposite the scroll seal, and if signed in Maine or New Hampshire, an adhesive seal shall be affixed opposite the signature.
2. If the principals are partners, their individual names shall appear in the body of the bond, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.
3. The signature of a witness shall appear in the appropriate place, attesting the signature of each individual party to the bond.
4. If the principal or surety is a corporation, the name of the States in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.
5. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached thereto. In lieu of such certificate there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
6. The date of the bond must not be prior to the date of the instrument for which it is given.

PERFORMANCE BOND

(For agreements covering sale of vessels)

Date Bond Executed
March 28, 1972

Principal(s) and Business Address of Each

HORTON INDUSTRIES, INC.

P. O. BOX 1285

WILMINGTON, NORTH CAROLINA 28401

No. of Vessels Purchased

One

Surety(ies) and Business Address of Each

FIDELITY AND DEPOSIT COMPANY OF MARYLAND/
BALTIMORE, MARYLAND

Contract No.

MA-6638

Department or Agency and Address to which Bond is to be submitted

U. S. DEPARTMENT OF COMMERCE,
MARITIME ADMINISTRATION
WASHINGTON, D. C.

Date of Contract

28
March 23, 1972

Penal Sum of Bond (express in words and figures)

- - Fifty Thousand and 00/100 - - -

KNOW ALL MEN BY THESE PRESENTS: That we, the **PRINCIPAL** and **SURETY**, above named, are held and firmly bound unto the **UNITED STATES OF AMERICA**, represented by the **DEPARTMENT OF COMMERCE, MARITIME ADMINISTRATION** (hereinafter referred to as "Obligee"), in the penal sum of the amount stated above, lawful money of the United States, which sum shall be the maximum liability of the Surety hereunder, for the payment of which sum well and truly to be made the said Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Obligee entered into an agreement with the Principal, as stated above, subject to the terms and conditions referred to in said agreement, which agreement has been exhibited to and examined by the Surety and by this reference is made a part hereof to the same extent as though set out in full herein; and

WHEREAS, by the terms of said agreement, the Principal has agreed to furnish to the Obligee its bond in the aforementioned sum, with a Surety or Sureties satisfactory to and approved by the Obligee, conditioned as hereinafter set forth.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall well, truly, faithfully, and fully perform and observe all the undertakings, covenants, terms, conditions, obligations and stipulations contained in the aforesaid agreement during the original term and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said agreement that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation shall be void; otherwise to be and remain in full force and effect.

This bond is executed by the Principal and Surety and accepted by the Obligor under the following express agreements:

FIRST, the liability of the Surety shall not be terminated, reduced, modified, released nor affected by any act or omission of the Obligee, any modification or alteration of any agreement above referred to, any forbearance on the part of the Obligee, nor any representation or inducement of any kind whatsoever, made to the Surety, whether the same be true or not, nor by any other matter or thing, saving only the full and faithful performance of the condition of this bond by the Principal and/or the Surety.

SECOND, that each and every default on the part of the Principal in the performance of the aforesaid condition of this bond shall, at the option of the Obligee, give rise to an immediate cause of action which shall, at the option of the Obligee, be separate and distinct from the causes of action arising upon defaults thereafter occurring, and bringing suit upon one or more of such causes of action, shall not prejudice nor bar the bringing of separate suits upon other causes of action whether theretofore or thereafter arising.

THIRD, as between the Principal and the Surety, the Principal shall be primarily liable hereunder, but as between the Surety and the Obligee, the Surety shall be primarily liable on this bond; and, in the event of any default or failure on the part of the Principal in the performance of any of its obligations under the aforesaid agreement covered by this bond, and/or this bond, the Surety shall forthwith be liable therefor, and it shall not be necessary for the Obligee to bring suit against the Principal or to give any notice to the Surety, nor to take any other action before becoming entitled to bring suit against the Surety. The Surety hereby expressly waives notice from the Obligee of any default or failure whatsoever on the part of the Principal prior to the bringing of any suit against the Surety on this bond.

IN WITNESS WHEREOF, the above bounden parties have caused these presents to be executed under their several seals, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. A. BRUNDRETT, Vice-President, and C. E. DUVALL, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The President, or any one of the Executive Vice-Presidents, or any one of the additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

does hereby nominate, constitute and appoint Louie E. Woodbury, Jr., Eugene B. Woodbury, E. M. Parnell, and Louis E. Woodbury, III, all of Wilmington, North Carolina, EACH,

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Louie E. Woodbury, Jr., et al, dated February 6, 1969.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of September , A.D. 19 70

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(SIGNED)

(SEAL)

C. E. DUVALL
Assistant Secretary

By

C. A. BRUNDRETT
Vice-President

STATE OF MARYLAND } ss:
CITY OF BALTIMORE

On this 17th day of September , A.D. 19 70 before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

(SIGNED)

FRANK G. MEURER

(SEAL)

Notary Public Commission Expires July 1, 1974

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 23rd day of March , 19 72

U. S. DEPARTMENT OF COMMERCE
MARITIME ADMINISTRATIONFORM OF BID
(SUBMIT IN TRIPLICATE)SECRETARY, MARITIME ADMINISTRATION
U. S. DEPARTMENT OF COMMERCE
WASHINGTON, D. C. 20230

Horizon Transportation
(Name of Bidder)
PO Box 1281
33421 North
(Street Address)
Wilmington NC 28401
(City) (State) (Zip Code)
919-763-5266
(Telephone Number)
3/20/72
(Date)

In response to your Invitation for Bids No. PD-X-932 dated February 25, 1972
Information and Instructions to Bidders, and the following Amendments (if any) issued
pursuant to said Invitation:

- (1) Amendment No. None Dated: _____
(2) Amendment No. _____ Dated: _____

all of which by this reference are incorporated herein and made a part hereof, and
subject to all the terms and conditions thereof, the undersigned hereby offers to
purchase the following ship (s) for the following amount (s):

Ship AMOUNT BID - CONDITION 1 AMOUNT BID - CONDITION 2

James River, Va., Reserve Fleet

SS MASSMAR	\$	OR	\$ 36,600
SS MATTHEW LYON	\$	OR	\$
SS WALTER WELLMAN	\$	OR	\$
C/S JOHN SERGEANT	\$	OR	\$
MV THOMAS NELSON	\$	OR	\$
MV MORMACDALE	\$	OR	\$ 26,600

Mobile, Ala., Reserve Fleet

SS CAPE CORWIN	\$	OR	\$
SS CAPE JOHN	\$	OR	\$
SS KNUTE ROCKNE	\$	OR	\$

Beaumont, Texas, Reserve Fleet

SS JOSEPH M. CAREY	\$	OR	\$
SS NATHANIEL SILSBEE	\$	OR	\$
SS WALT WHITMAN	\$	OR	\$

Olympia, Wash., Reserve Fleet

MV SAILORS SPLICE	\$	OR	\$
USNS MARQUETTE (LKA-95)	\$	OR	\$
SS BEDFORD VICTORY	\$	OR	\$
SS BLUE ISLAND VICTORY	\$	OR	\$
SS NEW ROCHELLE VICTORY	\$	OR	\$
SS BRANDON VICTORY	\$	OR	\$
SS KINGSTON VICTORY	\$	OR	\$
SS WALTHAM VICTORY	\$	OR	\$
SS CLOVIS VICTORY	\$	OR	\$
SS WEST LINN VICTORY	\$	OR	\$

NOTE: For the information of the Government, bidders under Condition 1 are requested to state their presently intended use of the ships.

NOTE: If bids are submitted on more than one ship, the bidder must indicate the type of award it is willing to accept by placing an "X" or the appropriate number, as the case may be, in the proper space below. In the absence of any indication, it will be assumed that the bidder is willing to accept an award of all or any of the ships. See Section II of the Invitation.

- (A) All only () (B) All or any ()
 (C) Any but not more than 2 (D) Any but not less than _____
 (E) Any but not more than _____ Nor less than _____

NOTE: If the aggregate amount of this bid exceeds \$25,000 the bidder must complete the following statements by checking the appropriate box.

The undersigned bidder represents: (A) That he ☐ has, ☒ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the bidder) to solicit or secure this contract; and (B) that he has ☐, has not ☒, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating thereto as requested by the Department of Commerce, Maritime Administration. (Note: For interpretation of the representation, including the term "bona fide employee," see General Services Administration Regulations, Title 44, Secs. 150.7 and 150.5 (D) Fed. Reg. Dec. 31, 1952, Vol. 17, No. 253.)

The undersigned certifies that the bidder is a citizen of the United States of America as defined and within the meaning of Sec. 2 of the Shipping Act, 1916, as amended (46 U.S.C. 802).

In accordance with the terms of the subject Invitation, there is enclosed the required bid deposit consisting of: Bid Bond

(1) Horton Industries
 (NAME OF BIDDER)
 BY: R. D. [Signature]
 (SIGNATURE AND TITLE)

(2) In the presence of:

(3) Attest:
 (Affix Corporate Seal)

(NAME)

(NAME AND TITLE)

(ADDRESS)

- (1) For use by individual bidder or by official authorized to sign on behalf of partnership or corporation.
 (2) For use by witness in case bidder is an individual or partnership.
 (3) For use by attesting official in case bidder is a corporation.

Dated: February 25, 1972

THE
UNITED STATES OF AMERICA
represented by
DEPARTMENT OF COMMERCE
MARITIME ADMINISTRATION

hereby invites sealed bids from United States citizens for the purchase of the ships described on the attached list, designated Schedule "A" and by this reference made a part hereof, upon the following conditions:

- Condition 1. The Buyer shall not use or operate the ships, nor cause or permit same to be used or operated, as a means of transporting passengers or cargo, as provided in Section IX (E) below; or
- Condition 2. The Buyer shall, within twenty-four (24) months after the date of delivery, scrap the hulls of the ships, within the United States of America, unless the ships are lost at sea or otherwise destroyed, as provided in Section IX (F) below;

upon the terms and conditions hereinafter set forth in "INFORMATION AND INSTRUCTIONS TO BIDDERS."

INFORMATION AND INSTRUCTIONS TO BIDDERS

I. Definitions. As used throughout this Invitation for Bids, the following terms shall have the meaning set forth below:

(A) The term "Administration" means the United States of America, represented by the Department of Commerce, Maritime Administration.

(B) The term "Contracting Officer" means that official of the Office of Domestic Shipping of the Administration who has been authorized to take or direct actions under the invitation and/or Sales Contract in the name of the Administration.

(C) The term "Buyer" means the successful bidder for the purchase of all or any of the ships.

(D) The term "scrap" means to dismantle the hull and superstructures of a ship in such a manner that no considerable part of the material is left intact or undisturbed to the extent that it can be readily identified as an existing portion of the original hull or superstructure. This includes the removal from the ship (without replacement) of all hull, inner bottom, bulkhead, deck and deckhouse materials, as well as all floors, longitudinals, webs, girders and other framing. Any of the material or parts of the hull exported from the United States of America, however, shall be cut to, or smaller than, individual plate or structural size.

The foregoing does not preclude the reuse of any materials, parts or assemblies for other than water transportation purposes, nor does it preclude the reuse of plates, structurals or minor assemblies (other than the keels and inner bottoms), in the construction, reconstruction, or repair of a vessel, as a "vessel" is so defined in Section 1 of the Shipping Act, 1916, as amended.

(E) The term "ship" or "ships" means one or more of the ships, as applicable, listed on Schedule "A" attached hereto.

(F) The term "days" means calendar days.

II. Bids Considered. (A) Bids may be submitted on any or all of the ships. If bids are submitted on more than one ship, the bidder must indicate the type of award it is willing to accept by placing an "X" or the appropriate number, as the case may be, in the proper space on the Form of Bid. In the absence of any indication, it will be assumed that the bidder is willing to accept an award of all or any of the ships on which bids are submitted. If bids are submitted on more than one ship and the bidder does not limit the award to "All Only", no condition shall be imposed which deprives the Contracting Officer of the choice of the ships to be awarded in case of an award to the bidder of any one or more of the ships bid upon. In all cases the bid for each ship shall be stated.

(B) Bidding is limited to United States citizens. By submittal of a bid, the bidder named therein certifies that he or it is a citizen of the United States of America within the meaning of and as defined in Section 2 of the Shipping Act, 1916, as amended. To the extent required by the Contracting Officer other statements and evidence relative to the citizenship of the bidder shall be furnished.

III. Location, Description, and Inspection of Ships. The ships are located and described as indicated on the aforesaid Schedule "A". Any description or other information furnished herein or otherwise concerning any ship is solely for the general information of bidders and its accuracy is not warranted. The ships may be inspected upon application to the party or parties named in the aforesaid Schedule "A". All inspections shall be at the risk of the prospective bidders, and without liability to the United States or any department, agency, instrumentality, officer, agent, or employee thereof. Prospective bidders are cautioned to inspect the ships. Failure to inspect any ship or otherwise acquire full information as to its identity, physical condition, the risks and difficulties incident to the handling and movement of the ship after delivery, or otherwise, will give a bidder no right to withdraw any bid, no right to the return of any bid deposit after the time fixed for the receipt of bids, or no right to rescind or to make any claims under any contract resulting from the acceptance of a bid.

IV. Form of Bid. Bids shall be submitted in triplicate in the form designated "Form of Bid", attached hereto. Erasures or other changes in the bid shall be explained or noted over the signature of the bidder. Each bid shall be complete and shall be duly executed in the name of the bidder by its proper officers or other persons authorized to execute and deliver the bid. The receipt of each and every addendum or amendment to this Invitation shall be acknowledged by appropriate notations in the spaces provided therefor in the Form of Bid. When requested by the Contracting Officer, satisfactory evidence of the authority of the officer signing on behalf of the bidder shall be furnished promptly. The Contracting Officer will not, after the time set for the receipt of bids, accept, either directly or indirectly, from bidders or from any person or persons acting for them, any communication or explanation, either oral or in writing, to explain or modify their bids in any way whatsoever, unless such communication or explanation is called for by the Contracting Officer.

V. Bid Deposits. All bids must be accompanied by a bid deposit in a sum equal to twenty-five (25) per cent of the amount of the bid which must be in the possession of the Administration by the time set for the opening of bids. Bidders who submit bids on more than one ship and who do not elect to furnish a bid bond, as provided below, should submit separate deposits in the amount required on each ship. However, if bids are submitted on more than one ship, with a statement that only a limited number will be accepted, the deposit need not exceed twenty-five (25) per cent of the largest bids submitted within such limited number. A bidder may, at its option, furnish as such bid deposit cash, certified or cashier's check made payable to "MARITIME ADM-COMMERCE", Letter of Credit or any other irrevocable instrument, all of which must be issued by or on a United States citizen financial

institution or U. S. Government securities, or a bid bond in the form of a United States commercial surety bond executed by a surety appearing on the United States Treasury Department list of acceptable sureties. All bid bonds shall contain the following condition: "NOW THEREFORE, if the Principal shall comply with all the terms and conditions of said bid, or in the event of failure to comply with all the terms and conditions of said bid, if the Principal shall pay to the Government an amount equal to the liquidated damages specified in the Invitation for Bids pursuant to which said bid was submitted, then the above obligation shall be null and void, otherwise to be and remain in full force and effect."

If the Buyer fails either to make full payment of the purchase price or to furnish the required performance bond, within the time specified therefor, the Buyer shall pay to the Contracting Officer, as liquidated damages and not as a penalty, an amount equal to the full amount of the bid deposit applicable to the ships with respect to which the Buyer is so in default.

The bid deposit of unsuccessful bidders will be returned as soon as practicable after the Contracting Officer's action on the bids received.

VI. Identification and Opening of Bids. (A) Each bid shall be enclosed in a sealed envelope and marked:

"Bid for the Purchase of the Ship(s) _____
pursuant to:

(1) Invitation for Bids No. PD-X-(Bidder: Insert Number and Date)

(2) Amendment No. _____ dated _____ "

(Listing the Invitation and any amendments by number and date)

and this envelope enclosed in another, marked "Bid Enclosed", and addressed to Secretary, Code 120, Maritime Administration, Washington, D. C. 20230. Bids will be received, publicly opened and read, at the times and places specified in the attached Schedule "A".

(B) (1) The Secretary or his representative, the officer who will open the bids, will decide when the time set for the opening of bids has arrived, and no bid received thereafter will be considered, except that, when a bid or modification thereof arrives by certified or registered mail after the time set for the opening of bids but before award is made and it is shown to the satisfaction of the Contracting Officer that the nonarrival on time was due solely to delay in the mails for which the bidder was not responsible, such bid may be received and considered. Telegraphic bids will not be considered, but modifications by telegraph of bids already submitted, including bids on ships not previously bid upon, will be considered if both the bid and the telegraphic modification thereto are received prior to the time set for the opening of bids. Bid modifications which increase the amount bid must provide for an increased bid deposit which must be received prior to the time set for the opening of bids. Telegraphic modifications received after the bid opening may be considered, if the Secretary determines that the late receipt of such modification was due solely to delay by the telegraph company. However, a late modification of an otherwise successful bid, whether by mail or telegram, shall be opened at the time it is received, and if in the judgment of the Contracting Officer it makes the terms of the bid more favorable to the Government it shall be considered.

(2) The Administration shall assume no responsibility for a bid which is not properly addressed and identified.

VII. Withdrawal of Bids. A bid may be withdrawn on written or telegraphic request to the Secretary from the bidder prior to the time fixed for the receipt of bids but not thereafter. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after the time fixed for the receipt of bids.

VIII. Award and Rejection of Bids. The Contracting Officer reserves the right to reject any and all bids, call for new bids, waive any informality in any bid and make such award or awards as he may deem most advantageous, or will best serve the purposes and policy of the Merchant Marine Act, 1936, as amended, or other applicable law.

IX. Terms of Sale. (A) Warranties. Each ship is offered for sale "as is, where is", exclusive of leased or licensed equipment, lead and other metallic ballast covered by Section IX (G) hereof, if any on board, and also exclusive of Government property covered by Section IX (H) hereof, but without warranty, guaranty, or representation as to seaworthiness, condition, description, tonnage, or otherwise. However, the bill of sale conveying title to the Buyer will fully warrant title and freedom from all liens.

(B) Responsibility for Ships. The Buyer of each ship shall assume all the risks of ownership thereof from the time the Buyer receives notice of acceptance of its bid, and the Administration shall not thereafter be liable for any loss thereof or damage thereto, either in whole or in part, nor will the Buyer be excused from performance or the purchase price be reduced by reason thereof.

(C) Payment of Purchase Price. The Buyer of each ship shall pay the full purchase price thereof in cash or by certified or cashier's check made payable to "MARITIME ADM-COMMERCE" on or before delivery thereof to the Buyer but in no event later than twenty-five (25) days from the date of award of such ship to the Buyer. In the absence of default by the Buyer in making payment of the full purchase price and furnishing the required performance bond, the bid deposit of the Buyer, if in the form of cash or check as set forth in Section V hereof, shall be applied in partial payment of the purchase price.

(D) Delivery of Ships. (1) The Administration will, without cost or expense to the Buyer, but at the risk of the Buyer, break each ship out from its present location and make such ship available fleetside for delivery to the Buyer, except for any of the ships offered under this Invitation which are located in the Mobile Reserve Fleet. All ships, including any located in the Mobile Reserve Fleet, will be made available for delivery to the Buyer on the date requested by the Buyer in writing which written request shall be received by the Administration not less than five (5) days in advance of each such requested date; provided, however, that the Administration shall not be liable for delay in making any ship available for delivery due to conditions beyond its control or conditions which by the exercise of reasonable diligence it was unable to prevent. The Administration shall not be obligated to break out or move the ships on Saturdays, Sundays, or Holidays.

With respect to any of the ships in the Mobile Reserve Fleet, the Buyer shall accept delivery of such ships at their moored location in the Fleet. The Administration will, however, without cost to the Buyer, furnish power and labor to raise the anchors to make a ship available for pickup and acceptance by the Buyer; provided, however, that the Administration shall not be liable for delay in furnishing such assistance due to conditions beyond its control or conditions which by the exercise of reasonable diligence it was unable to prevent. The Buyer must furnish his own labor, to take in and secure the towing hawser or bridle, and to release the ship from its mooring to the adjacent ship.

The burden of and responsibility for maneuvering ships out of such Fleet site shall be upon the Buyer. The Fleet Superintendent shall prescribe the order for withdrawal of the ships.

Each ship, including any located in the Mobile Reserve Fleet, will be delivered to the Buyer and the Buyer must accept such delivery within twenty-five (25) days from the date of award of the ships to the Buyer; provided, that if the Buyer purchases more than two (2) ships from one fleet, the Buyer shall be allowed an additional period of seven (7) days to run consecutively, for each ship purchased from one fleet in excess of two (2) ships, within which to accept such delivery, i.e., twenty-five (25) days for the first two (2) ships, thirty-two (32) days for the third ship, and so forth: Provided further, however, that in the event the Buyer is delayed in accepting delivery beyond the time specified therefor and the Contracting Officer is satisfied that such delay has been caused by conditions beyond the control of the Buyer, or if the Contracting Officer is satisfied that such delay has been caused by conditions which by the exercise of reasonable diligence the Buyer was unable to prevent, then the Contracting Officer shall grant the Buyer a written extension of time for accepting delivery for such period as in the judgment of the Contracting Officer shall be just, reasonable, and proper. The decision of the Contracting Officer as to the existence of the cause or causes of such delay, and also as to the extension of time which shall be granted, shall be final and conclusive upon the Buyer. Application for extension of time shall be filed in writing with the Contracting Officer within five (5) days from the time delivery is otherwise required to be accepted, unless the Contracting Officer shall extend the time in writing for the filing of such application.

(2) If the Buyer fails or refuses to accept delivery within the time specified therefor, or any extension thereof, the actual damages to the Administration for the delay will be difficult of ascertainment, and in lieu thereof the Buyer shall pay to the Contracting Officer, as liquidated damages and not as a penalty, the sum of Fifteen Dollars (\$15.00) per day, or fraction thereof, of delay per ship, and the Buyer and its Surety shall be liable for the amount thereof, provided, however, that in the event of such default or failure of the Buyer in accepting delivery, the Contracting Officer shall also have the right, upon giving ten (10) days written notice to the Buyer, (a) to store each ship elsewhere for the account and at the risk and expense of the Buyer, or (b) to rescind the sale, or (c) to resell each ship for the account of the Buyer upon such terms and conditions as he may deem proper, charging against the Buyer and its Surety in any of said cases (a), or (b), or (c) any excess cost occasioned the Administration thereby, together with any liquidated damages accrued on account of such default or failure. The exercise by the Contracting Officer of one or more of the rights herein specified will not preclude the Contracting Officer from exercising any other rights he may have against the Buyer.

(3) The Buyer of each ship and its Surety shall be liable for any physical damage to the United States Government's property, and expenses incidental thereto, caused by and occurring during any part of the removal operations of the Buyer. The Buyer shall repair the damage, or have the damage repaired to the satisfaction of the Contracting Officer; or, the Buyer shall pay to the Contracting Officer an amount of money sufficient to cover the entire costs of the damage and all expense incident thereto, as determined by the Contracting Officer. The Contracting Officer shall have the sole and exclusive right to determine whether he will allow the Buyer to repair the damage or pay the Contracting Officer for such repairs as aforesaid.

(E) Ships not to be Operated or Used as a Means of Transportation - Condition 1.

(1) The sale of each ship under Condition 1 shall be subject to the following condition which forms a substantial part of the consideration for the sale of such ship:

The Buyer shall not at any time use or operate the ship, nor cause or permit same to be used or operated, as a means of transporting passengers or cargo.

(2) The failure of the Buyer to comply with said Condition will cause the Administration substantial damage, and the amount of such damage will be difficult of ascertainment. In order to protect itself against indefiniteness and uncertainty of liability, the Buyer agrees:

- (a) In the event of default as to a ship under the preceding paragraph (1) of this Section IX (E), the Buyer shall pay to the Contracting Officer, as liquidated damages and not as a penalty, in addition to any other sum or sums payable hereunder, the sum of Five Hundred Dollars (\$500.00) for each ship for each day the Buyer shall be in default as to such ship for a period of thirty (30) days (cumulative or consecutive); and
- (b) In case such default shall exceed a total of thirty (30) days (cumulative or consecutive) in respect to any ship there shall be a total default hereunder with respect to such ship, whereupon the Buyer shall pay to the Contracting Officer, as liquidated damages and not as a penalty, in addition to any other sum or sums payable hereunder, a lump sum amount of Thirty-Five Thousand Dollars (\$35,000.00).

The payment of liquidated damages as herein provided, however, shall not prevent the Contracting Officer from terminating this contract as hereinafter provided. Neither shall such payment entitle the Buyer to use or operate any ship, or cause or permit such ship to be used or operated as a means of transportation in violation of paragraph (1) above, nor be a waiver of the covenants and agreements to be performed and observed by the Buyer hereunder.

(3) In the event:

- (a) The Buyer shall use or operate any ship, or cause or permit same to be used or operated in violation of paragraph (1) of this Section IX (E) and such operation shall exceed thirty (30) days (cumulative or consecutive); or
- (b) The Buyer shall fail to pay liquidated damages as herein provided;

then, and upon the occurrence of either or both of such events, the Contracting Officer may terminate this contract as to further performance by written notice to be served upon the Buyer either personally or by leaving said notice at the Buyer's principal office with the officer or agent in charge thereof, or by service upon the Master, if any, aboard such ship, and thereupon the Buyer shall cease to have any interest in the ship, or any parts thereof, or hereunder, and shall cease to have any benefits from the further continuation of this contract. The Buyer agrees that such termination shall not release the Buyer and/or its Surety from the payment of liquidated damages but that the Buyer and its Surety shall be liable to pay the liquidated damages that are due and payable as herein provided, from the Buyer to the Contracting Officer at the time of service of said written notice.

(4) In the event this contract is terminated as to further performance with respect to any ship, as above provided, the Buyer agrees that it will

forthwith upon receipt of directions from the Contracting Officer surrender to the Contracting Officer the actual possession of such ship and all parts thereof, and deliver to the Contracting Officer a properly executed bill of sale conveying the ship and all parts thereof to the Administration with full warranty of title and freedom from all liens.

(5) It is agreed by the Buyer that the purchase of any or all of the ships under the provisions of Condition 1 contemplates that the Buyer will use such ships within the limitations therein prescribed; however, should the Buyer at any time after taking delivery of any ship determine for any reason that the ship shall be scrapped, such action shall be taken under the following conditions:

- (a) The Buyer shall promptly notify the Contracting Officer of such determination and the contemplated date of commencement and place of scrapping; and
- (b) Such scrapping shall be performed under the provisions of Section IX (F) of this Invitation, within the United States of America, within twenty-four (24) months after such determination.

(F) Scrapping of Hulls of Ships. - Condition 2. (1) The sale of each ship under Condition 2 shall be subject to the following conditions which form a substantial part of the consideration for the sale of such ship:

- (a) The Buyer shall, within twenty-four (24) months after the date of delivery, scrap the hull of the ship, within the United States of America, as "scrap" is defined in Section 1, unless the ship is lost at sea or otherwise destroyed;
- (b) The Buyer shall not at any time operate any ship, or cause or permit same to be operated, and shall not carry on the ship, or cause or permit to be carried on same, any cargo or passengers for its own account or for the account of others, or use the ship, or cause or permit same to be used for any commercial purpose whatsoever, while moving the ship from its present location to the plant or yard at which the hull is to be scrapped, or at any other time;
- (c) Neither the ship, nor any parts thereof, shall be permitted to become a menace or obstruction to navigation either while being moved or while the hull thereof is being scrapped as aforesaid, and in the event that the ship, or any parts thereof, shall at any time become a menace or obstruction to navigation, the Buyer shall, at its own cost and expense, remove the same forthwith, and upon its failure so to do the Contracting Officer may, through any agent or agencies he may designate, remove said menace or obstruction at the cost and expense of the Buyer and/or its Surety, but no obligation shall be imposed upon the Administration to remove same.

(2) In the event the Buyer is delayed in scrapping the hull of a ship in the manner aforesaid, and the Contracting Officer is satisfied that such delay has been caused by conditions beyond the control of the Buyer, or if the Contracting Officer is satisfied that such delay has been caused by conditions which by the exercise of reasonable diligence the Buyer was unable to prevent, then the Contracting Officer shall, by consent in writing, extend the time for scrapping

same for such period as in the judgment of the Contracting Officer shall be just, reasonable and proper. The decision of the Contracting Officer as to the existence of the cause or causes of such delay, and also as to the extension of time which shall be allowed, shall be final and conclusive upon the Buyer. Applications for extension of time shall be filed in writing with the Contracting Officer not later than sixty (60) days after the happening of the event causing the delay, unless the Contracting Officer shall extend the time in writing for the filing of such application.

(3) The obligations to be performed by the Buyer under the provisions of this Section IX (F) and in the manner set forth are primary considerations for the sale of each ship, and time is of the essence in the performance of such obligations. The failure of the Buyer to perform any such obligations in the manner set forth and within the time specified therefor, or any extension thereof, will cause the Administration substantial damage, and the amount of such damage will be difficult of ascertainment. In order to protect itself against indefiniteness and uncertainty of liability, the Buyer agrees:

- (a) In the event the Buyer shall at any time operate or use any ship, or cause or permit same to be operated or used, the Buyer shall pay to the Contracting Officer, as liquidated damages and not as a penalty, in addition to any other sum or sums payable hereunder, the sum of Five Hundred Dollars (\$500.00) for each ship, for each day such ship is in operation or use;
- (b) In the event the Buyer shall fail, neglect, or refuse to scrap the hull of any ship in the manner herein provided and within the time herein specified, or any extension thereof the Buyer shall pay to the Contracting Officer as liquidated damages and not as a penalty, in addition to any other sum or sums payable hereunder, the sum of One Hundred Dollars (\$100.00) for each ship, for each day the Buyer shall so be in default as to such ship, for a maximum of one hundred eighty (180) days;
- (c) In the event the Buyer shall fail, neglect, or refuse to scrap the hull of any ship in the manner herein provided and within the period of one hundred eighty (180) days specified in subsection (3) (b) above, then there shall be a total default, whereupon the Buyer shall pay to the Contracting Officer, as liquidated damages and not as a penalty, in addition to any other sum or sums payable hereunder, a lump sum amount of Twenty-Five Thousand Dollars (\$25,000.00) for each ship, which is not completely scrapped in the manner herein provided; and
- (d) In the event the Buyer shall scrap the hull of any ship outside the United States of America, the Buyer shall pay to the Contracting Officer, as liquidated damages and not as a penalty, in addition to any other sum or sums payable hereunder, the sum of Fifty Thousand Dollars (\$50,000.00) for each ship whose hull is scrapped outside the United States of America.

The payment of liquidated damages as herein provided, however, shall not prevent the Contracting Officer from terminating this contract as hereinafter provided. Neither shall such payment entitle the Buyer to operate or use any ship or to cause or permit same to be operated or used, nor be a waiver of any of the obligations or agreements to be performed by the Buyer hereunder.

(4) In the event that :

- (a) The Buyer shall operate any ship, or cause or permit same to be operated; or
- (b) The Buyer shall carry on any ship, or cause or permit to be carried on same, any cargo or passengers for its own account or for the account of others, or use the ship, or cause or permit same to be used, for any commercial purpose whatsoever; or
- (c) The Buyer shall cause or permit any ship, or any parts thereof, to become a menace or obstruction to navigation and not removed as aforesaid; or
- (d) The Buyer shall fail, neglect or refuse to scrap the hull of any ship in the manner herein provided, and within the time hereinabove specified; or
- (e) The Buyer shall scrap the hull of any ship outside the United States of America; or
- (f) The Buyer shall fail to pay liquidated damages as herein provided;

then, and upon the occurrence of any one or more of such events, the Contracting Officer may terminate this contract as to further performance by written notice to be served upon the Buyer either personally or by leaving said notice at the Buyer's principal office with the officer or agent in charge thereof, or by service upon the Master, if any, aboard any such ship, and thereupon the Buyer shall cease to have any interest in the ship, or any parts thereof, not scrapped as herein provided, and shall cease to have any benefits from the further continuation of this contract. The Buyer agrees that such termination shall not release the Buyer and/or its Surety from the payment of liquidated damages, but that the Buyer and its Surety shall be liable to pay the liquidated damages that are due and payable, as herein provided, from the Buyer to the Contracting Officer at the time of service of the said written notice.

In the event this contract is terminated as to further performance with respect to any ship, as above provided, the Buyer agrees that it will forthwith upon receipt of directions from the Contracting Officer surrender to the Contracting Officer the actual possession of such ship, or any parts thereof, not scrapped as herein provided, and deliver to the Contracting Officer a properly executed bill of sale for each such ship conveying the ship, or any parts thereof, not scrapped as herein provided, to the Administration with full warranty of title and freedom from all liens.

(G) Ballast. (1) All lead and other metallic ballast of any kind (including metals capped or floored with concrete or readily separable therefrom but excluding metals intermixed with concrete) contained on any ship shall remain the property of the Administration.

- (a) Ships Purchased under Condition 1. Prior to placing a ship in nontransportation use, as permitted in the case of purchase under Condition 1, but in no event later than six (6) months after date of delivery (unless extended by the Contracting Officer for good cause shown), the Buyer shall make full and complete inspection satisfactory to the Contracting Officer to determine all such metallic ballast

on board any ship purchased by it. Upon such inspection, the Buyer agrees to immediately certify to the Contracting Officer the amount and kind of all such metallic ballast and, as determined by the Contracting Officer, either to purchase same from the Contracting Officer at the prevailing market value thereof, or to remove and deliver said ballast to the Government at the site of the ship, all at the Buyer's risk and expense. If it is determined that no such ballast is on board any ship purchased under Condition 1, the Buyer shall furnish the Contracting Officer with a certificate to that effect.

- (b) Ships Purchased under Condition 2. During the process of scrapping, as required in the case of purchase under Condition 2, the Buyer shall remove all such metallic ballast from any ship purchased by it, at its own risk and expense. Upon such removal, the Buyer agrees to forthwith determine and certify to the Contracting Officer the amount and kind of all such ballast and, as determined by the Contracting Officer, either to purchase same from the Contracting Officer at the prevailing market value thereof, or to deliver same to the Government at a location on the scrapping site suitable for commercial loading and agreeable to the Contracting Officer. If no such ballast is on board any ship purchased under Condition 2, the Buyer shall furnish the Contracting Officer with a certificate to that effect.

(2) In order to enable the Administration's representative or representatives to be present at the time of removal of any ballast covered by this Section IX (G), the Buyer shall give the Administration not less than forty-eight (48) hours advance notice of the removal of any such ballast. Such advance notice shall be directed to the Maritime Administration's Region Office having jurisdiction over the area in which the ballast will be removed. Listed below are the appropriate addresses of the three respective Region Offices:

Eastern Region Director
Region Ship Repair and Maintenance Office
37th Floor Federal Bldg., 26 Federal Plaza
New York, New York 10007

Central Region Director
Region Ship Repair and Maintenance Office
P. O. Box 52948, New Orleans, Louisiana 70152

Western Region Director
Region Ship Repair and Maintenance Office
450 Golden Gate Avenue, Box 36073
San Francisco, California 94102

(H) Items Excluded from Sale. All rectifiers, rheostats, junction boxes, switches, and electric cable used in the Fleet's cathodic protective systems, and demountable crosswalks, if any, on board any ship, shall remain the property of the Administration. All such property will be removed from the ship by the Administration prior to delivery of any ship to a Buyer.

(I) Inspection. The Buyer shall permit the Administration or representatives thereof to inspect any ship purchased by it and the Buyer's operations in connection therewith at all reasonable times upon request, for such purpose as the Administration or representatives thereof may deem necessary or appropriate in order to determine or verify compliance by the Buyer with all applicable terms and conditions hereof.

(J) Demilitarization of Ordnance Equipment. (1) The Buyer shall, without cost or expense to the Government, demilitarize Ordnance Equipment (Military Equipment) aboard any ship, as described on Schedule "A" hereof, and any other property classified as Ordnance Equipment (Military Equipment) not specifically designated in Schedule "A" but which requires demilitarization, within twelve (12) months after date of delivery of such ship to the Buyer, or within such additional time as may be allowed by the Contracting Officer for good cause shown. Prior to demilitarization, the Buyer shall notify the Contracting Officer in writing of the location at which the demilitarization operation will be performed.

With respect to Ordnance Equipment (Military Equipment), the key points to be demilitarized are:

all tubes and gun barrels, launching rails, receivers, breech blocks, breech rings, trunnion blocks, firing mechanisms, equilibrators and recoil mechanisms, as applicable.

The Buyer shall accomplish demilitarization of Ordnance Equipment (Military Equipment) in the following manner:

1. Artillery tubes and gun barrels will be cut in two at a point approximately one-third tube length from the breech face of the tube.
2. Mortar tubes and rocket launchers, including launching rails, will be cut, crushed, or broken to render them nonreclaimable.
3. Receivers, trunnion block bodies or frames, breech blocks and firing mechanisms, as applicable, will be cut, battered, or crushed to render them nonreclaimable.
4. Breech rings will be cut into two or more pieces.

WARNING: DEMILITARIZATION OF EQUILIBRATORS AND RECOIL MECHANISMS MUST BE ACCOMPLISHED BY TECHNICALLY QUALIFIED PERSONNEL ONLY.

Upon completion of the required demilitarization, if any, the resultant material shall be retained by the Buyer as Ordnance scrap. The Buyer agrees to furnish the Contracting Officer a certificate, in form satisfactory to the Contracting Officer, indicating that the Ordnance Equipment covered by this Section IX (J) has in fact been demilitarized by the Buyer in accordance with the terms hereof. The Government reserves the right, however, to perform additional mutilation of the demilitarized items, as deemed necessary, by its own personnel, or otherwise, at no cost to the Buyer.

(2) In the event the Buyer shall fail, neglect, or refuse to demilitarize the Ordnance Equipment listed in Schedule "A", as applicable to any ship purchased, in the manner and to the extent herein required, the Government, upon a ten (10) day written notice of default to the Buyer (calculated from date of mailing), shall have the right to enter the premises of the Buyer and either with its own personnel or by contract complete demilitarization of the aforesaid Ordnance Equipment. In the event the Government exercises this option, the Buyer shall be liable to the Government for all direct and indirect costs incurred in the completion of the demilitarization and, in no event, will any part of the purchase price of any ship be refunded to the Buyer by reason of the exercise of this option.

(K) Inventory. The Buyer or his authorized representative, accompanied by a representative of the Administration from the area in which the ship is located, will be required to determine that the items of Ordnance Equipment requiring demilitarization, as provided in Section IX (J) and Schedule "A" hereof, are on board such ship and to sign a receipt for such items prior to removal of any ship from its present location.

(L) Performance Bond. The Buyer shall furnish to the Contracting Officer on or before delivery of each ship purchased by it, but in no event later than twenty-five (25) days from the date of award of such ship to the Buyer, its bond in a sum equal to Fifty Thousand Dollars (\$50,000.00) for each ship purchased to secure the faithful performance and observance of all the agreements, covenants and conditions to be performed and observed by the Buyer hereunder. The aforesaid bond may be in the form of a United States commercial surety bond, or U.S. Government securities, or an irrevocable Letter of Credit issued by a United States citizen financial institution, or other form of United States security satisfactory to the Contracting Officer. Such bond shall continue for the period of time specified below:

(a) Purchase under Condition 1.

Ten (10) years from the date of delivery of the ship to the Buyer;

(b) Purchase under Condition 2.

Until the Buyer completely dismantles the hull of the ship in accordance with Section IX (F) (1) hereof and submits evidence to the Contracting Officer to satisfactorily establish full and complete performance and observance of all the applicable terms and conditions of sale set forth in the aforesaid Section IX (F) (1).

In connection with paragraph (a) immediately above, the Contracting Officer will, if a ship is lost, destroyed or otherwise disposed of so as to preclude, in the decision of the Contracting Officer, the operation or use of such ship in violation of Section IX (E) (1) hereof, consent to a sooner termination of the bond applicable to such ship, provided the Buyer is not in default in the performance and observance of any of the agreements, covenants and conditions to be performed and observed by the Buyer hereunder. Notwithstanding the termination of liability under the bond, as hereinabove provided, the restriction against use of such ship as a means of transportation, if purchased under Condition 1 and as set forth in Section IX (E) (1) hereof, shall continue without limitation of time.

(M) Sale or Assignment. The Buyer shall neither sell nor assign any of its rights or obligations hereunder, nor resell any ship purchased by it, without the prior written consent of the Contracting Officer. For so long as the Performance Bond, required by Section IX (L) hereof, remains in full force and effect, no application for resale or assignment shall be eligible for consideration unless the new owner or assignee can qualify as a citizen of the United States within the meaning of and as defined in Section 2 of the Shipping Act, 1916, as amended.

(N) Successors and Assigns. All the covenants, stipulations, and agreements herein contained are and shall be binding upon the respective heirs, administrators, executors, successors and assigns, if any, of the Buyer and of the Administration.

(O) Beneficiaries. No member of or delegate to Congress, nor Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom except that this provision shall not apply to this contract if made with a corporation for its general benefit. No member of or delegate to Congress, nor Resident Commissioner, shall be employed by the Buyer, either with or without compensation, as an attorney, agent, officer, or director (Sec. 805 (e), Merchant Marine Act, 1936).

(P) Contingent Fees. The Buyer warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the Buyer for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or in its discretion to require the Buyer to pay, in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

(Q) Environmental Pollution. Bidders are cautioned that they are subject to all applicable laws, ordinances and regulations with respect to environmental pollution during the processing or use of material purchased from the Administration under this Invitation.

(R) Radioactive Material. Buyers are warned that some property such as, but not limited to, switches, circuit breakers, knobs, controls, pointers, instrument dials, markers, et cetera, aboard ships purchased under this Invitation may be capable of emitting ionizing radiation in varying degrees. Various electron tubes may also be capable of emitting ionizing radiation in varying degrees. The Government assumes no liability for damages to the property of the Buyer or for personal injuries, disabilities or death to the Buyer or the Buyer's employees or to any other person arising from or incident to the purchase of this material or its use or disposition. The Buyer shall hold the Government harmless from any or all such demands, suits, actions, or claims of whatsoever nature arising from or out of the purchase of this material. As a safety precaution, the Buyer should also warn the future possessor or user of this property that it may be capable of emitting ionizing radiation.

UNITED STATES OF AMERICA
By: DEPARTMENT OF COMMERCE
MARITIME ADMINISTRATION

By: (MISS) C. B. PFEFFER
Chief, Fleet Disposal Branch
Division of Reserve Fleet

USCOMM-MA-DC

SCHEDULE "A"
(Invitation for Bids No. PD-X-932)

- NOTE: (1) : The ships listed in this Schedule will not be available for inspection on Saturdays, Sundays or legal Holidays.
- NOTE: (2) : Bids will be received until 2:30 p.m., Eastern Standard Time, March 23, 1972, by the Secretary, Maritime Administration. Bids will be publicly opened and read at 2:30 p.m., Eastern Standard Time, on said date at the offices of the Maritime Administration, Room 3710, Commerce Building, 14th Street between E & Constitution Avenue, N. W., Washington, D. C. 20230.

NOTE: (3) : BIDS SHOULD BE:

MAILED TO:

Secretary, Maritime Administration
Code 120
Washington, D. C. 20230

HAND DELIVERED TO:

Secretary, Maritime Administration
Rm. 3099B, Commerce Building
14th Street between E. & Constitution
Avenue, N. W., Washington, D. C.

ATLANTIC COAST

James River, Virginia, Reserve Fleet

<u>Ship</u>	<u>O.N.</u>	<u>Type</u>	<u>Fixed Ballast</u>	<u>Fuel Reported Aboard (Approx.)</u>
GTS JOHN SERGEANT	242,125	EC2-G-8f	Cement	38 Bbls. Bunker "C"
MV MORMACDALE	241,300	C1-A	None	None
MV THOMAS NELSON	241,597	EC2-M-8b	Cement	285 Bbls. Diesel
SS MASSMAR	246,328	EC2-S-C1	None	90 Bbls. Bunker "C"
SS MATTHEW LYON	243,284	EC2-S-C1	Crushed Rock & Poured Cement	363 Bbls. Bunker "C"
SS WALTER WELLMAN	246,588	EC2-S-C1	Poured Cement	850 Bbls. Bunker "C"

For permission to inspect, apply to Mr. Kenneth W. Fritsche, Fleet Superintendent, James River Reserve Fleet, P. O. Box 627, Ft. Eustis, Virginia 23604 (Telephone: 887-3233/3234, Area Code 703).

GULF COAST

Mobile, Alabama, Reserve Fleet

SS CAPE CORWIN	243,039	C1-A	None	887 Bbls. Bunker "C"
SS CAPE JOHN	245,368	C1-B(t)	Concrete	785 Bbls. Bunker "C"
SS KNOTE ROCKNE	243,479	EC2-S-C1	None	979 Bbls. Bunker "C"

For permission to inspect, apply to Mr. Thomas I. McFarland, Facilities, Superintendent, Mobile Reserve Fleet, Bay Minette, Alabama 36507 (Telephone 937-2071, Area Code 205.)

Beaumont, Texas, Reserve Fleet

SS JOSEPH M. CAREY	244,467	EC2-S-C1	None	947 Bbls. Bunker "C"
SS NATHANIEL SILSBEE	246,009	EC2-S-C1	None	968 Bbls. Bunker "C"
SS WALT WHITMAN	241,760	EC2-S-C1	None	886 Bbls. Bunker "C"

For permission to inspect, apply to Mr. Jules V. Bech, Fleet Superintendent, Beaumont Reserve Fleet, P. O. Box 6355, Beaumont, Texas 77705 (Telephone 835-3337, Area Code 713).

PACIFIC COAST 1/Olympia, Washington, Reserve Fleet

<u>Ship</u>	<u>O.N.</u>	<u>Type</u>	<u>Fixed Ballast</u>	<u>Fuel Reported Aboard (Approx.)</u>
SS BEDFORD VICTORY	246,729	VC2-S-AP2	None	620 Bbls. Bunker "C"
SS BLUE ISLAND VICTORY	247,030	VC2-S-AP2	None	1,218 Bbls. Bunker "C"
USNS MARQUETTE (LKA-95)	-	C2-S-31	1,192 tons Magnetite & Cement	6,867 Bbls. Diesel
SS NEW ROCHELLE VICTORY	248,656	VC2-S-AP2	None	1,086 Bbls. Bunker "C"
MV SAILOR'S SPLICE	247,481	CL-M-AV1	None	130 Bbls. Diesel
SS WEST LINN VICTORY	247,138	VC2-S-AP3	None	784 Bbls. Bunker "C"
SS BRANDON VITORY	247,614	VC2-S-AP2	None	202 Bbls. Bunker "C"
SS CLOVIS VICTORY	246,276	VC2-S-AP3	None	662 Bbls. Bunker "C"
SS KINGSTON VICTORY	247,424	VC2-S-AP2	Cement	203 Bbls. Bunker "C"
				180 Bbls. Diesel
SS WALTHAM VICTORY	248,510	VC2-S-AP2	None	612 Bbls. Bunker "C"

For permission to inspect, apply to Mr. Carl H. C. Johnson, Fleet Superintendent, Olympia Reserve Fleet, Rt. 3, Box 980, Olympia, Washington 98501 (Telephone: 943-7200, Ext. 1487, Area Code 206).

1/ Notwithstanding the provisions of Section IX (H) of the Invitation, all wooden demountable crosswalks, if any, aboard the above-listed ships in the Olympia Reserve Fleet will be included with the ships in the sale.

NOTE: (4) :

DESCRIPTION OF SHIPSEC2-S-Cl (Standard Liberty)

Dimensions (molded)	: Length 417' 8 3/4", Beam 56' 10"; Depth 37' 4"
Tonnages	: Gross 7176; Net 4380; DWT 10,800; Displ. 14,200
Propulsion	: 3 Cyl. Triple Expansion, IHP 2500

EC2-G-8f (ex-steam) - JOHN SERGEANT

Dimensions (molded)	: Length 442' 4"; Beam 56' 10 3/4"; Depth 37' 4 1/2";
Tonnages	: Gross 7280; Net 4481
Propulsion	: Gas Turbine; SHP 6600

EC2-M-8b (ex-steam) - THOMAS NELSON

Dimensions (molded)	: Length 422' 4"; Beam 56' 10 3/4"; Depth 37' 4 1/2";
	Draft 26' 7 1/2"
Tonnages	: Gross 7259; Net 4475; DWT 8651; Displ. 4714
Propulsion	: 2 Oil Engs; 7 Cyl.; BHP 6250

CL-A (CAPE CORWIN)

Dimensions (molded)	: Length 390'; Beam 60'; Depth 37' 8 5/8";
	Draft 23' 6 3/4"
Tonnages	: Gross 5124; Net 2851; Displ. 11,090
Propulsion	: 2 Cyl. Steam Turbine, SHP 4400

CL-B(t) (CAPE JOHN)

Dimensions (molded)	: Length 395'; Beam 60'; Depth 37' 8 3/4";
	Draft 27' 7 3/8"
Tonnages	: Gross 6711; Net 3931; DWT 8777; Displ. 12,875
Propulsion	: 2 Cyl. Steam Turbine, SHP 4400

C1-M-AV1 (SAILOR'S SPLICE)

Dimensions (molded)	: Length 321' 4"; Beam 50'; Depth 29'; Draft 23' 5"
Tonnages	: Gross 3805; Net 2123; DWT 5965; Displ. 8365
Propulsion	: Oil Engine, 6 Cyl., BHP 1700

C2-S-B1 (MARQUETTE - LKA-95)

Dimensions	: LOA 459' 2"; Extreme Beam 63'; Present Draft - Fwd. 12'; Aft 19' 4"
Displacement(tonnages)	: Light Load 7,430; Full Load 12,800
Propulsion	: General Electric Turbine; SHP 6,000

VC2-S-AP2

Dimensions (molded)	: Length 436' 6"; Beam 62'; Depth 38'
Tonnages	: Gross 7607; Net 4551; Dwt. 10,854; Displ. 15,199
Propulsion	: 2 Cyl. Steam Turbine; SHP 5600

VC2-S-AP3 (WEST LINN VICTORY and CLOVIS VICTORY)

Dimensions (molded)	: Length 436' 6"; Beam 62'; Depth 38' Present Draft-(WEST LINN VICTORY)-Fwd 7'8"; Aft 12'10"; (CLOVIS VICTORY)- Fwd 7'10"; Aft 12'6"
Tonnages	: Gross 7606; Net 4549; Dwt 10,636; Displ. 15,199
Propulsion	: 2 Cyl. Steam Turbine; SHP 9350

(All fuel, dimensions and tonnages are approximate)

NOTE: (5) : Pertinent comments and extra equipment apply to the following ships:

SS CAPE JOHN

No. 3 Hold - 14" solid concrete - approximately 275 tons.

USNS MARQUETTE (LKA-95)

1 ea. 290 KW emergency generator
Accommodations for 247 men.

SS BRANDON VICTORY and SS KINGSTON VICTORY

Both ships are ex-WSA Troopers

SS MATTHEW LYON (ex-Trooper)

No propeller
Spare radio equipment
Extra winches
Machine shop with tools
Converters D.C. to A.C.
Excess spare parts throughout ship

NOTE: (6) : Demilitarization of Ordnance Equipment

Listed below are the items of Ordnance Equipment (military Equipment) aboard certain of the ships covered by this Invitation which are subject to the requirements of Section IX (J) of the Invitation and which must be demilitarized by the Buyer in accordance with the terms thereof.

USNS MARQUETTE (LKA-95)

1 ea. 5" 38 Gun Mount
10 ea. 40mm Gun Barrels
16 ea. 20mm Gun Barrels

Explanatory Notes:

(1) All items of machinery, equipment and material (except leased or licensed equipment, excluded metallic ballast and Government property covered by Sections IX (G) and (H) of the Invitation), consumable stores and fuel, if any, on board are included with the ships in the sale and the value thereof will be considered included in the price bid for the ships.

(2) Ballast which is excluded from the sale by Section IX (A) of the Invitation and which is subject to the provisions of Section IX (G) thereof, includes, but without limitation otherwise, all metallic items or material, regardless of kind, used as ballast on the ships.

THIS SALE IS TO UNITED STATES CITIZENS UNDER ALTERNATIVE
CONDITIONS: (1) FOR A STRICTLY NONTRANSPORTATION USE; OR
(2) FOR SCRAPPING PURPOSES. EACH BIDDER IS CAUTIONED AND
URGED TO INSPECT THE SHIPS AND TO RELY SOLELY ON HIS OWN
INSPECTION FOR THE PREPARATION OF HIS BID.

U. S. DEPARTMENT OF COMMERCE
MARITIME ADMINISTRATION

BILL OF SALE

SS MASSMAR

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, that the UNITED STATES OF AMERICA, represented by the SECRETARY OF COMMERCE, acting by and through the ASSISTANT SECRETARY OF COMMERCE FOR MARITIME AFFAIRS, the sole owner of the Ship hereinbelow more particularly identified, and having the general characteristics set forth hereinbelow as follows:

Name: SS MASSMAR
Official Number: 246,328
Basic Design: EC2-S-C1
Year Built: 1944
Dimensions: Molded-417' 6 3/4" x 56' 10 3/4" x 37' 4", Draft 27' 9 1/2"
Tonnage: Gross - 7135 Net - 4365
Propulsion: 3 Cyl., TB, IHP 2500
Where Located: James River, Va., Reserve Fleet

Invitation for Bids No. PD-X-932 dated February 28, 1972
Contract No. MA-6638 dated March 28, 1972
Buyer: Horton Industries
Street Address: P. O. Box 1285, U. S. 421 North
City: Wilmington, N. C. 28401
Incorporation: North Carolina

for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States of America, to it in hand paid before the sealing and delivery of these presents by the above-named Buyer, and other good and valuable consideration, the receipt of both of which it does hereby acknowledge and is therewith fully satisfied, contented and paid, has bargained and sold, and by these presents does bargain and sell unto the Buyer, its successors and assigns, all the right, title and interest of the United States of America in and to the Ship, together with all her engines, boilers, masts, sails, boats, anchors, cables, tackle, furniture, and all other necessities thereto appertaining and on board the Ship, but exclusive of leased or licensed equipment, if any, and exclusive of any other property or ballast, if any, as provided for in the above-identified Contract of Sale and Invitation for Bids;

TO HAVE AND TO HOLD the Ship and appurtenances thereunto belonging unto it, the said Buyer, its successors and assigns forever to the sole and only proper use, benefit, and behoof of the said Buyer and its successors and assigns, and the United States of America hereby expressly makes no warranty, guaranty, or representation as to seaworthiness, description, capacity, condition, tonnage, or otherwise concerning said Ship and appurtenances, except that the United States of America, represented as aforesaid, has promised, covenanted and agreed, and by these presents does hereby promise, covenant and agree for itself and assigns, to and with the said Buyer, its successors and assigns, to warrant and defend the title in and to the said Ship and all appurtenances against all and every person or persons whomsoever, and also warrants that the said Ship and appurtenances are free and clear of all liens and encumbrances;

TITLE to the aforesaid Ship is being transferred to the Buyer by this Bill of Sale pursuant to the terms and provisions of the Contract of Sale and Invitation for Bids, which provide, among other things, that the said Buyer shall, within ~~twenty-four~~ (24) months after date of delivery, scrap the hull of the Ship within the United States, and, that said Buyer shall not resell the Ship without the prior written consent of the United States of America, represented as aforesaid;

IN TESTIMONY WHEREOF, the UNITED STATES OF AMERICA, represented as aforesaid, has caused this BILL OF SALE to be signed, sealed and delivered this 9th day of April, 1972.

UNITED STATES OF AMERICA
By: SECRETARY OF COMMERCE
ASSISTANT SECRETARY OF COMMERCE
FOR MARITIME AFFAIRS

By: C. B. Pfeffer
Chief, Fleet Disposal Branch
Division of Reserve Fleet

APPROVED AS TO FORM:

Robert A. Smith
Assistant General Counsel
Maritime Administration

ACKNOWLEDGEMENT

CITY OF WASHINGTON)
DISTRICT OF COLUMBIA) SS:

I, the undersigned, a Notary Public in and for the District of Columbia, do hereby certify that C. B. PFEFFER who executed the foregoing Bill of Sale is personally well known to me to be the Chief, Fleet Disposal Branch, Division of Reserve Fleet of the Maritime Administration, U. S. Department of Commerce; that she personally appeared before me in the said District of Columbia; that she is the person who executed the aforesaid Bill of Sale and acknowledged to me that she executed the same in her aforesaid official capacity; and that the same is the free and voluntary act and deed of the UNITED STATES OF AMERICA, represented by the SECRETARY OF COMMERCE, acting through the ASSISTANT SECRETARY OF COMMERCE FOR MARITIME AFFAIRS, and of herself as said official of the MARITIME ADMINISTRATION, U. S. DEPARTMENT OF COMMERCE, for the uses and purposes expressed therein.

GIVEN under my hand and seal this 9th day of May, 1972.

Ann M. Thompson
Notary Public

(SEAL)

USCOMM-MA-DC

February 6, 1974

Fidelity and Deposit Company of Maryland
Baltimore, Maryland

Horton Industries, Inc.
P. O. Box 1285
US 421 North
Wilmington, North Carolina 28401

Gentlemen:

Subject: Performance Bond - \$50,000.00
Contract No. MA-6638 (PD-X-932)

The subject Bond executed as of March 28, 1972 secures the obligations of Horton Industries, Inc. under Contract No. MA-6638 covering the sale and scrapping of the SS MASSEMER.

Based upon certified evidence currently presented to us by Horton Industries, Inc., all the obligations and agreements set forth in said Contract, with respect to the SS MASSEMER, have now been performed and observed. Accordingly, the Principal, Horton Industries, Inc., may be released from further liability under Contract No. MA-6638, and both the Principal and the Surety, Fidelity and Deposit Company of Maryland, may be considered fully released under the subject Bond.

Sincerely,

J. C. Fernandez
J. C. FERNANDEZ
Chief, Fleet Disposal Branch
Division of Reserve Fleet

cc:
321-Griffin
743
743.1
2700

743.1:AMFoltz/sll 2-6-74